

IN THE SENATE OF THE UNITED STATES.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

IN RESPONSE TO

Senate resolution of March 14, 1892, relative to the claim against Spain of Antonio Maximo Mora.

JUNE 20, 1892.—Read, referred to the Committee on Foreign Relations, and the message and letter of the acting Secretary of State ordered to be printed.

JULY 1, 1892.—Ordered that certain accompanying papers be printed.

To the Senate:

In response to the resolution of the Senate, dated March 14, 1892, requesting that certain specified correspondence, in regard to the claim of Antonio Maximo Mora against the Government of Spain, be communicated to it, if not incompatible with the public interests, I transmit herewith the report of the acting Secretary of State on the matter.

BENJ. HARRISON.

EXECUTIVE MANSION,
Washington, June 16, 1892.

DEPARTMENT OF STATE,
Washington, June 16, 1892.

THE PRESIDENT:

The acting Secretary of State, to whom was referred the resolution of the Senate, dated March 14, 1892, requesting communication, if not incompatible with the public interests, of the diplomatic and consular correspondence in regard to the claim of Antonio Maximo Mora, a citizen of the United States, against the Government of Spain, since and including Mr. Caleb Cushing's note of October 21, 1875, to the count of Casa Valencia; also the correspondence between the Government of the United States and Mr. Mora, his agents or attorneys, during the same period on the same subject, has the honor to inclose herewith the above-specified correspondence.

Respectfully submitted.

WILLIAM F. WHARTON,
Acting Secretary.

Mr. Curry to Mr. Bayard.

No. 76.]

LEGATION OF THE UNITED STATES,

Madrid, July 9, 1886. (Received July 26.)

SIR: The Cuban embargoed-estate claims have been a source of much labor and annoyance. The particular claim of Antonio Maximo Mora has elicited memorials, testimony, arguments, instructions, dispatches, and notes sufficient to fill a large folio volume. On May 3, 1883, after the United States and Spanish Commission had closed their labors, instructions were issued to this legation to present the case of Mora anew and, in view of its intrinsic importance and the lapse of time since the original seizure of the property, to secure, if possible, an early consideration and payment. A strong note was presented on the 4th of July, 1883, but the records of this legation show no departure from the chronic habit of postponement and delay. The case and papers were probably "pigeon-holed" until "mañana" should arrive.

In No. 28 of January 22, 1886, fresh instructions were presented with injunctions to "press" the claim. The wish of the Department has been followed literally. Orally and in writing, arguments and energy have been put forth, as opportunity offered or could be made. The Spanish Government has felt reluctant to make itself pecuniarily responsible for the bad conduct of remote officials, and has looked with suspicion upon the claims for restoration of property, or indemnity, made by persons who, it is alleged, had become American citizens to shelter themselves under that ægis, and thus stimulate more effectively and with impunity the insurrectionary spirit that prevailed in the island of Cuba. Impecuniosity has coerced or increased an unwillingness to assume liabilities with which the home Government had no immediate connection and no responsibility beyond what grows out of the general liability of principal for the acts of agent.

The policy of concentrating instead of diffusing effort, sustained by unflinching diligence, has borne early fruit. The letter of Minister Moret, of which a copy and a translation are inclosed, is a distinct and unequivocal agreement to pay what will represent an equitable indemnity for the value of the property of which Mr. Mora had been dispossessed. My reply to this satisfactory note is inclosed.

Soon I asked for the conference which the minister suggested in order to agree upon the amount of the indemnity. As the late treaty between Spain and Great Britain is under discussion in the Cortes, the minister of state, to expedite a settlement, appointed two sub-secretaries to act for him. On the 5th instant I repaired, in company with the secretary of legation, to the office of the minister. The sub-secretaries met us and we entered upon the conference. To their suggestion that formal and reliable proof was needed to sustain the specifications and that reference must be had to the consul-general, I replied that the claim had been pending for sixteen years, that the note of the secretary was a full acknowledgment of Spain's obligation and willingness to pay, and that the demand for other documents seemingly looked to a prolongation for another sixteen years. The secretaries protested against such a construction, stated that the note sent to me had been approved by Mr. Mores's colleagues, and, that there might be an adjustment of the matter, asked me to mention a sum which would be accepted in liquidation of the claim. I mentioned \$1,800,000. We were informed that the proposition would be submitted to the minister and an early reply was promised. As yet we have no sign of acceptance or rejection. The did Romans in *Carpe diem* confirmed a Christian duty.

Spaniards seem not to have learned that the present ever is; the future never is.

I commit, during my needed vacation (for the experiences of the last few months have kept me in a strain of nervous inquietude and mental excitement) the further prosecution of this case, under the unequivocal promise made, to Mr. Strobel, with fullest confidence. It may become necessary, in order to leave no loop to hang a doubt upon, to apply to the Department for the original documents, or authenticated copies of them, on which instructions No. 3, May 3, 1883, were issued to this legation.

I have, etc.

J. L. M. CURRY.

[Inclosure 1, in No. 76—Translation.]

Señor Moret to Mr. Curry.

MINISTRY OF STATE,
Palace, June 30, 1886.

MY DEAR SIR: The claims which your legation has made against the Spanish Government relative to the embargoed property in the Island of Cuba of Messrs. Antonio Maximo Mora and D. José María Mora, have deserved for sometime the most friendly consideration from the Spanish Government.

If the definite orders sent to the captain-general of Cuba for the return of the embargoed property have not been complied with until the present time, it is due to the peculiar occurrences that have taken place in that island, as well as to the legal difficulties that have appeared to prevent the return of the property.

This combination of circumstances, and the time which has elapsed, make at this day the strict accomplishment of the order impossible; that is, the restoration of the property, but as the Spanish Government desires to give one proof more of its consideration for the Government of the United States, and for your excellency who so worthily represents it, it has not hesitated to propose the payment of a sum of money which will represent an equitable indemnity for the value of said property.

If your excellency, therefore, accepts this proposition, we can by mutual agreement fix upon the amount of the indemnity in view of the data and facts which are shown in the documents of the case, after which the minister of the colonies can include in his budget the sum upon which we have agreed, if, from the analogous questions pending between both nations, there should not result some more expeditious means of immediate payment to the claimants, on the express condition that they shall renounce any further claim for the embargo of their property and for everything that bears any relation with it.

I renew, etc.,

S. MORET.

MINISTER PLENIPOTENTIARY OF THE UNITED STATES.

[Inclosure 2 in No. 76.]

Mr. Curry to Señor Moret.

LEGATION OF THE UNITED STATES,
Madrid, July 1, 1886.

EXCELLENCY: I have the honor to acknowledge the receipt of your excellency's note of yesterday, informing me that as a result of events in the Island of Cuba, of legal difficulties that have arisen, and of the lapse of time since its embargo, it would be impossible for the Government of Spain to give effect to the order restoring the property of the American citizen Antonio Maximo Mora, but proposing the payment of a sum of money which will represent an equitable indemnity for the losses sustained by him.

It gives me much pleasure to state that the Government of the United States accepts a proposition so in harmony with justice and to inform your excellency that I am ready, at any moment, to confer with your excellency upon the amount of the

indemnity. In view of the exalted sense of justice and honor shown by the Government of Her Majesty in regard to this matter and the full data, referred to by your excellency, as existing in the documents of the case, I am confident we can arrive at an immediate and satisfactory conclusion in time, as your excellency thoughtfully suggests, to include the amount in the budget of his excellency the minister of Ultramar. The amount of indemnity agreed upon and paid will be accepted by the Government of the United States as a full discharge of all demand against the Government of Spain as growing out of this claim.

In this connection I can not withhold the expression of the high appreciation of this action of the Spanish Government as felt by myself, and that will be felt, as soon as I shall have the pleasure of communicating your official note, by the Government of the United States, a feeling produced, not only by the just decision of Her Majesty's Government, but also by the generous interest which your excellency has personally exhibited in the settlement of this wearisome question and of all contentions that interfere with the most perfect accord between our respective governments.

I take advantage of this opportunity to renew to your excellency the assurances of my most distinguished consideration.

His Excellency S. MORET.

J. L. M. CURRY.

Mr. Curry to Mr. Bayard.

No. 136.]

LEGATION OF THE UNITED STATES,
Madrid, October 23, 1886. (Received November 6.)

SIR: I have the honor to inclose a note which I addressed to the minister of state. In Mr. Strobel's 112, September 8, 1886, he reported ineffectual efforts to secure a fulfillment of a positive promise. In an unofficial note of 20th instant Mr. Moret says, "I am sorry to say the Mora case can not go further without the settlement of our commercial troubles. My colleague objects strongly to it."

I have, etc.,

J. L. M. CURRY.

[Inclosure 1 in No. 136.]

Mr. Curry to Señor Moret.

LEGATION OF THE UNITED STATES,
Madrid, October 12, 1886.

EXCELLENCY: On June 30 last you kindly sent me a note, saying, "the Spanish Government" has not "hesitated," in the case of the claim of Antonio Maximo Mora, in proposing the delivery of an amount in cash which may represent an equitable indemnity of the value of that property. You further said if I accepted the proposition we shall be able to fix by mutual agreement the amount of the indemnity, in view of the facts and antecedents which already exist in the papers, after which the minister of the colonies shall be able to include in his budget the sum we may have agreed upon. Promptly, on the part of the Government of the United States, I accepted the proposition. More than three months have elapsed, and, so far as this legation has knowledge, no progress has been made in agreeing upon the "equitable indemnity," although the representative of the United States has, for that purpose, held himself entirely "at the disposition" of your excellency.

For sixteen years the unfortunate citizen of the United States has suffered from the spoliation of his property. The weary years have dragged their slow length along, while he has been impoverished and crushed. As there is a limit to human patience, and so it would seem there should be a limit to the negotiations connected with this claim. Every principle, essential and non-essential, involved in the claim has been adjudicated by the Government of Spain. Nothing remains except to agree on the equitable indemnity and to pay the money. May I not ask your excellency, in justice to a man whom the Government has repeatedly admitted that the Cuban authorities grossly wronged, to give this matter prompt and decisive attention?

Receive, etc.,

J. L. M. CURRY.

Mr. Curry to Mr. Bayard.

[Telegram.]

LEGATION OF THE UNITED STATES,
Madrid, November 30, 1886.

This Government offers \$1,500,000 in full settlement of the claim of Mora. Will be charged on Cuban budget of next year. Shall I accept with authority to arrange details of payment?

CURRY.

Mr. Curry to Mr. Bayard.

[Telegram.]

LEGATION OF THE UNITED STATES,
Madrid, December 2, 1886.

Mr. Curry asks whether the amount mentioned in his telegram regarding the Mora claim is acceptable. If so, he thinks it important to bring the matter to an immediate close.

Messrs. Shipman, Barlow, Larocque & Choate to Mr. Bayard.

NEW YORK, *December 3, 1886.*

SIR: We acknowledge with many thanks your telegram of the 1st instant, announcing the fact that "\$1,500,000 to be charged on Cuban budget of next year offered in full settlement of Mora claim," which sum, while it is not equal to Mr. Mora's just claims against Spain, will be accepted by him most gratefully, if this offer is meant to carry with it the certainty of payment.

But he informs us that in other similar cases the agreement to pay out of the Cuban budget has resulted in nothing beyond a liquidation of the amount due, and that payments have been long delayed or avoided.

He therefore asks us to say that he will accept the proposition to fix the amount due to him at \$1,500,000, but asks that this liquidated sum be paid in Washington.

Again thanking you on behalf of Mr. Mora for the good offices of our Government so effectively rendered in his behalf,

We are, sir, etc.,

SHIPMAN, BARLOW, LAROCQUE & CHOATE.

Mr. Bayard to Mr. Curry.

[Telegram.]

DEPARTMENT OF STATE,
Washington, December 6, 1886.

Spanish offer in Mora case accepted.

BAYARD.

Mr. Curry to Mr. Bayard.

No. 155.]

LEGATION OF THE UNITED STATES,
Madrid, December 9, 1886. (Received December 27.)

SIR: Referring to my telegram of the 30th ultimo, reporting that the Spanish Government had offered \$1,500,000 in settlement of the claim of Antonio Maximo Mora, to be charged upon the Cuban budget of next year, with details of payment to be arranged, I have the honor to state that I received on the 7th instant your telegram in reply, and have notified the minister of state of the acceptance of the offer by the Government of the United States. I beg leave to inclose copies and translations of the correspondence with the Spanish Government in reference to the subject, as well as of the telegrams exchanged with the Department.

I have, etc.,

J. L. M. CURRY.

[Inclosure 1 in No. 155.—Translation.]

*Señor Moret to Mr. Curry.*MINISTRY OF FOREIGN AFFAIRS,
Palace, November 29, 1886.

MY DEAR SIR: In reply to the note of your excellency, dated the 20th instant, referring to the settlement of the subject which we know by the name of the Mora claims, I have the honor to inform your excellency that the council of ministers has been occupied in detail with the matter, and animated by the desire of fulfilling the engagements formerly contracted and of responding to the claims of the United States, has decided upon the following terms of settlement, of which I have the honor of informing your excellency:

(1) To fix as a definite amount of the value of the embargoed property of Messrs. Mora, which the Government decided to return in 1873 and 1876 the sum of \$1,500,000. In this sum is included all indemnity that can be claimed for the principal as well as interest, damages, and injury.

(2) The sum to be paid by a charge upon the Cuban budget and the minister of Ultramar will propose to the Cortes the means of payment in the next budget of 1887-88.

I must add that as the colonial budget is not in a condition to support at one time the considerable sum of \$1,500,000, especially after the arrangement just made for the payment of the debt and outstanding obligations, the Government has naturally reserved the determination of the most practicable method of paying the amount, of which I shall have occasion to give to your excellency due information.

If your excellency, as I hope, will find these conclusions to be just and will be good enough to express to me your assent to them, we can consider as terminated a matter which your excellency aptly qualifies as protracted and annoying to both governments, on the express condition, as I have already had the honor of informing you in my note of June 30 last, that the Messrs. Mora and the Government of the United States in their name shall renounce all further claim for the embargo of their property and everything concerned therewith.

I avail myself of this occasion to renew to your excellency the assurances of my most distinguished consideration.

S. MORET.

THE MINISTER PLENIPOTENTIARY OF THE UNITED STATES.

[Inclosure 2 in No. 155.]

*Mr. Curry to Señor Moret.*LEGATION OF THE UNITED STATES,
Madrid, December 7, 1886.

EXCELLENCY: In reply to your excellency's note of the 29th ultimo, offering the amount of \$1,500,000 in settlement of the claim presented by this legation to the Government of Spain in behalf of the American citizen Antonio Maximo Mora, for the

embargo of his property in Cuba, I have the honor to state that I have communicated with my Government in regard to the matter, and have been informed that the above offer is accepted by it. I also take pleasure in repeating the statement made in the note which I had the honor to send to your excellency on July 1 last, that the amount of indemnity agreed upon and paid will be accepted by my Government as a full discharge of all demand against the Government of Spain growing out of the claim of this citizen of the United States.

While expressing to your excellency the gratification felt by the United States Government at an action so much in accordance with the well known sense of honor of the Government of Her Majesty, I beg to inform your excellency that I am ready at any moment, as your excellency suggests, to arrange the details of payment in order that this question, which your excellency admits to have been tedious and annoying, may, as soon as possible, be finally removed from the consideration of both governments.

I avail myself of this occasion to renew to your excellency the assurances of my most distinguished consideration.

J. L. M. CURRY.

His Excellency S. MORET, etc.

Mr. Mora to Mr. Bayard.

WASHINGTON, D. C., September 10, 1887.

SIR: As I understand that the Government of Spain will pay to our distinguished minister at Madrid, the Hon. Mr. Curry, as agreed in November, 1886, the amount fixed as due to me in satisfaction of my claim, and that the payment will take place as soon as the Cortes re-assemble, and the colonial appropriation bill, or budget, is passed, and the Spanish Government raises under the authority of the said budget the necessary funds, I now have the honor to request that the proper instructions be transmitted to the aforesaid distinguished minister, Mr. Curry, to the effect that whatever moneys he may receive from the Spanish Government in satisfaction of my claim be wholly transmitted by him in the usual way to your Department, in order that here and nowhere else, and by this Department and by no one else, the said moneys be in due time delivered to me.

This is the way in which all previous payments have always been made, and it is the simplest and the best in every respect.

I also desire to state that in case that the Spanish Government should fail to comply with its engagement of November, 1886, and the money is not paid, or is not paid in due time, I consider myself to be entitled to claim for interests.

I am, etc.,

ANTONIO MMO. MORA.

Messrs. Shipman, Barlow, Larocque and Choate to Mr. Bayard.

NEW YORK, March 7, 1888.

SIR: Our client, Mr. Mora, is very much alarmed by the remarks of Señor Moret, in the Spanish Cortes, in which he seems to assume that this case is still open and subject to the action of the Cortes, and further that no money will be required for this claim, as it may be offset in some form against similar claims of Spanish subjects against the United States. This view is so contrary to the facts as we understand them that we take the liberty of asking if you have any information from Mr. Curry that warrants the explanation given by Señor Moret to the Cortes.

We understand that the Mora case is not only settled, but that there is a distinct promise to pay the compromise sum, which, according to Señor Moret's explanation to the Cortes was for much less than was really due to Mr. Mora, and we do not understand that any agreement to be made with Spain, touching other mutual claims would, or could, alter the status of the Mora case or postpone the time for its payment.

We shall be very glad to learn from you that Mr. Mora's anxieties are without foundation, as to remit this case in any form to the contingencies of another commission and then probably to an appropriation by our Congress, would be, in so far as he is personally concerned, a practical denial of justice; and were are, sir, etc.

SHIPMAN, BARLOW, LAROCQUE AND CHOATE,
Counsel for A. M. Mora.

Mr. Rives to Messrs. Shipman, Barlow, Larocque and Choate.

DEPARTMENT OF STATE,
Washington, March 12, 1888.

GENTLEMEN: In response to your letter of the 7th instant, in relation to the claim of Antonio Mora against the Government of Spain, I have to say that the Department has not made to nor accepted from the Spanish Government any proposition to offset that claim against similar claims of Spanish subjects against the United States.

I am, etc.,

G. L. RIVES,
Assistant Secretary.

Mr. Bayard to Mr. Curry.

[Telegram.]

DEPARTMENT OF STATE,
Washington, April 21, 1888.

Has Cuban budget been presented to the Cortes, and does it contain Mora claim?

BAYARD.

Mr. Curry to Mr. Bayard.

No. 315.]

LEGATION OF THE UNITED STATES,
Madrid, April 25, 1888. (Received May 7.)

SIR: On the evening of the 21st instant I had the honor to receive from you the following telegram: "Has Cuban budget been presented to the Cortes, and does it include Mora claim?"

The Cuban budget was published officially in the Gaceta of the 19th instant, and contained no provision for or allusion to the Mora claim. On receiving the telegram I immediately requested an interview of Señor Moret, which he fixed for the afternoon of the 24th. On the 23d I, therefore, telegraphed you as follows:

"Budget presented without any mention of the claim. Interview with the minister for foreign affairs to-morrow."

I saw Sr. Moret on yesterday afternoon, as agreed. The substance of the reasons stated by him for not executing the agreement to place an appropriation in the budget was, that after the debate reported in my No. 310 of the 2d instant, and in the present temper of the House of Deputies on the question, the presentation of the claim at this time would simply invite defeat.

As I am impressed with a belief in the unprofitable character of verbal declarations on the question, instead of discussing the matter at length, I placed a note, a copy of which is inclosed, in the hands of the minister of state, and requested him to make an official statement in reply, of his reasons, accounting for the absence of the claim from the budget, and of his intentions in reference to it, in order that I might as soon as possible report his explanations to my Government, which was deeply concerned about the matter. This he promised to do promptly.

I have, etc.,

J. L. M. CURRY.

[Inclosure in No. 315.]

Mr. Curry to Señor Moret.

LEGATION OF THE UNITED STATES,
Madrid, April 24, 1888.

EXCELLENCY: I have the honor to state that it is with some surprise and regret that I have failed to discover in the Cuban budget, as published in the "Gaceta" of the 19th instant, any provision for the payment of the sum as agreed upon by our respective governments for the liquidation of the claim of Antonio Maximo Mora. In the note of your excellency of 29th November, 1886, communicating the decision the council of ministers, it was definitely declared that the sum to be paid to the Government of the United States in full indemnity for the "principal" of the claim of said Mora as well as for damages and injury sustained by him, was to be charged on the Cuban budget for 1887-1888. This specific proposition the Government of the United States was asked to accept as a termination of a "protracted and annoying" controversy between the two governments, and the acceptance of my government I had the honor to communicate to your excellency in my note of December 7, 1886. In subsequent notes of December 15, 1887, and March 5, 1888, I had occasion to emphasize the fact that this agreement, by the terms of the settlement was unembarrassed by any complication with other claims or matters of contention.

The Government of the United States has no desire to interfere with, or modify, the settlement agreed upon by the two governments, or to lessen the discretion or liberty reserved by the Government of Spain as "to the determination of the most practical method of paying the amount" stipulated, but, while relying implicitly on the good faith of the Government of which your excellency is a distinguished minister, the Government of the United States may suggest that, according to the well-known precedents in reference to budgets, this would seem to be the last for Cuba during the years 1887 and 1888.

Your excellency, I am well satisfied, will have pleasure in giving me such facts and assurances from your Government as will enable me to dispel any apprehensions which may have been created by the omission to which I have ventured to invite your excellency's attention.

I avail myself of this occasion to renew the expressions of my most distinguished consideration.

J. L. M. CURRY.

Excmo. Señor D. S. MORET.

Mr. Curry to Mr. Bayard.

No. 320.]

LEGATION OF THE UNITED STATES,
Madrid, May 14, 1888. (Received May 26.)

SIR: In my 315 of April 25 I had the honor to inclose a copy of a note addressed to the minister of foreign affairs, expressing surprise and regret at the non-inclusion of the Mora claim in the then recently-

presented Cuban budget. I now have the honor to inclose his reply to my note and a translation thereof, and also my acknowledgment of the note. The reply of Mr. Moret may or may not be satisfactory, according to the standpoint from which it is viewed. Construed in one sense it may not involve delay in the payment of the indemnity beyond what was stipulated in the agreement. How far a fear of an adverse vote in the congress or of a ministerial crisis in the event of a defeat on the proposition to pay may operate on the ministry and control their future action is a matter of conjecture. Obviously the Government of the United States can not regard their acceptance of the proposition to indemnify Mora by the payment of \$1,500,000 other than as a solemn and completed agreement, made not with a minister but with the Government.

I have, etc.,

J. L. M. CURRY.

[Inclosure 1 in No. 320—Translation.]

Señor Moret to Mr. Curry.

MINISTRY OF STATE, *Palace, May 12, 1888.*

EXCELLENCY: In reply to the dispatch which you were good enough to address to me on April 24, I have the honor to inform you that the Government did not introduce into the budget of the island of Cuba the article inserted in the budget of last year for the execution of what was agreed upon with your Government, in reference to the indemnities of American subjects (citizens), nor has it introduced any new clause for that purpose for the reasons which I hope your excellency will appreciate at their full value.

The Government has been obliged before everything to pay attention to the result of the discussion in the Congress of Deputies during the months of December and January. The result of this long and minute debate was the conviction that the Chamber (House) was not disposed to sanction what had been done by the Government, unless the totality of the American claims was settled and liquidated, so that there might be a definite disposal both of the claims held by the United States against Spain which have been the subject of our negotiations, and of those held by Spain against the United States which are being negotiated in Washington.

Given this situation (state of the case), and the opinion expressed by the different groups of the House, the reproduction of that measure, with the completeness (of detail) required by the Parliament, would have assuredly provoked a negative vote of the House, prejudicial to the very purposes which inspired the note of your excellency which I have the honor of answering.

On the other hand, as the proposition made to me by your excellency on the 15th of December last is in the way of discussion (is well on towards discussion) proposition in which the Government of the United States as a consequence of our negotiations formulated the basis of a general arrangement which should terminate all the claims existing between the two Governments, and, as authorized by your excellency for the purpose, I have reported it to the Congress, it would not be prudent to ask for the appropriation necessary for paying the claim of Antonio Maximo Mora, without accompanying it by some analogous and reciprocal resolution in reference to the totality of the claims, sufficient to terminate the question entirely.

The urgency of the parliamentary business with which I have had to occupy myself has prevented my replying to the note referred to. I shall have the honor of doing so within a very few days.

It is likewise my duty to add that for the purposes indicated it is of no importance nor is there any obstruction in the fact that the clause referred to by your excellency has not been entered in the budget of Cuba, because the Government can at any time present a project of law (bill) to the Chambers and ask for the means necessary for the purpose.

On terminating in this manner the reply to your note of April 24, I desire in every way to make it evident that the Government neither proposes nor assumes to alter in anything what has been agreed upon with the Government of the United States, but for the very reason that it respects scrupulously its engagements, it must appreciate the manner and the moment in which, considering the parliamentary antecedents

of the question, it may be most opportune to propose a resolution to the Congress with probability of success. Being assured that in any other way any resolution which has not the generic and total character which I have indicated would be rejected in the Congress, the Government could not expose itself to a refusal, which would complicate and prolong the question, instead of terminating it for the good of both countries and in the manner desired by both.

I trust that these considerations will completely satisfy your excellency and will give to your Government the assurance that the Government of the Queen Regent does not modify nor alter the attitude adopted on this subject.

I gladly avail myself of this opportunity to reiterate to your excellency the assurances of my highest consideration.

S. MORET.

To the MINISTER PLENIPOTENTIARY OF THE UNITED STATES.

[Inclosure 21 in No. 320.]

Mr. Curry to Señor Moret.

LEGATION OF THE UNITED STATES,
Madrid, May 14, 1888.

EXCELLENCY: I have the honor to acknowledge the receipt of your excellency's note of the 12th instant, in which with much kindness you explain why the Government of Spain did not introduce into the Cuban budget an article for "the execution of what was agreed upon" with the Government of the United States in reference to the indemnity of Antonio Maximo Mora.

My notes of December 15, 1887, of March 5, 1888, and of April 24, 1888, make it unnecessary to enter into any review of the agreement, about which there seems to be no difference of opinion between the two Governments. What your excellency is pleased to say in reference to "some analogous and reciprocal resolution in reference to the totality of the claims," held respectively by Spanish and American citizens, is a matter of parliamentary procedure, of administrative policy with which the Government of the United States has no right to interfere, nor any disposition to make a suggestion. The Government of the United States will observe with peculiar satisfaction that there is no "obstruction" to the execution of the agreement between the two Governments "in the fact that the clause referred to" in my note "has not been entered in the budget of Cuba because the Government can at any time present a project of law to the Chambers and ask for the means necessary for the same."

That the Government "neither proposes nor assumes to alter in anything what has been agreed upon with the United States" is what any one familiar with the exalted character of the Spanish Government would have readily foreseen. The conscientiousness of your excellency, the consistency of all your utterances in connection with this agreement, the fidelity of the Government to its engagements, enable me, with much cheerfulness to comply with your excellency's request to give to my Government "the assurance that the Government of the Queen Regent does not modify nor alter the attitude adopted on this subject."

Your excellency's note will be communicated promptly to the Government at Washington, and I gladly seize this new opportunity of renewing to your excellency the assurances of my most distinguished consideration.

J. L. M. CURRY.

Excmo. Señor D. S. MORET, etc.

Mr. Rives to Mr. Curry.

No. 305.]

DEPARTMENT OF STATE,
Washington, June 23, 1888.

SIR: Since the reception of your dispatch No. 320 of the 14th ultimo, inclosing copy of a note from Mr. Moret in explanation of the delay in the payment of the Mora claim, the Department has been informed of the transfer of that minister from the ministry of foreign affairs to that of the interior, and of the assumption of the duties of the former office by another.

The purport of Mr. Moret's note appears to be that, while the Government of Spain intends fully to comply with its engagement in the case of Mora, yet circumstances, as stated by him, temporarily delayed payment of the sum agreed upon until a more favorable moment.

The Department notes with satisfaction that its confidence that the Spanish Government would not repudiate the arrangement which was deliberately concluded in its name and by its authority has not been misplaced. Yet it is regretted that delay in the payment of the sum agreed upon should be thought necessary, since this Government is desirous of avoiding the necessity of claiming interest, in accordance with international usage, on the sum thus admitted to be due, which it can not but regard as withheld by the Government of Spain for its own convenience.

In regard to Mr. Moret's reference to the necessity of submitting a comprehensive plan for the mutual adjustment of claims between the United States and Spain to the Cortes, when the payment of the Mora claim is asked for from that body, it is proper to say that the force of this suggestion is not unheeded by the Department and was anticipated, when, under its instructions, you presented such a plan to Mr. Moret on the 15th of December last. No objection to it has so far been received which was sufficiently definite to admit of consideration.

Mr. de Muruaga referred to it in one or two communications as lacking in reciprocity. But the Department has so far failed to receive any reply to its request for more specific objections, which it declared itself ready to meet in a liberal spirit whenever they shall have been formulated.

I am, etc.,

G. L. RIVES,
Acting Secretary.

Mr. Strobel to Mr. Bayard.

No. 345.]

LEGATION OF THE UNITED STATES,
Madrid, August 9, 1888. (Received August 25.)

SIR: It seemed to Mr. Curry advisable to present to the new minister of state a summary of the negotiations which had taken place with Señor Moret in reference to the case of A. M. Mora, resulting in the promise of the Spanish Government to pay the claims, and a note containing such summary, a copy of which is inclosed, was addressed to the Marquis de la Vega de Armijo on June 30 last.

I now have the honor to inclose copy and translation of the reply of the minister of state. It seems clear from the terms of his note that the claim on its merits is admitted to be *res adjudicata*. The explanation of failing to pay is the same as is given in Señor Moret's note of May 12 last, which was sent to the Department in Mr. Curry's 320 of May 14 last, and rests on the declaration that it would be impossible in the present state of public opinion on the subject to secure the necessary appropriation from the Cortes without accompanying the proposition with an arrangement for the final disposal of all claims pending between the two Governments.

In view of the readiness expressed in the note to proceed to such an arrangement, and of the references in the Department's No. 305 of June 23 to the failure of the Spanish Government to raise any specific objections to the proposed agreement submitted by Mr. Curry to Señor

Moret on December 15, 1887, it may not be improper for the legation to attempt to extract from the minister of state why, if the payment of the Mora case, despite the anxiety of the Government to dispose of it, is blocked by the other claims, no reply has been made to the propositions of the United States, and when the Spanish Government intends to forsake its present meditative attitude towards that proposition by either accepting it or by making counter proposals on its own side.

I have, etc.,

EDWARD H. STROBEL.

[Inclosure 1 in No. 345.]

Mr. Curry to the Marquis de la Vega.

LEGATION OF THE UNITED STATES,
Madrid, June 30, 1888.

EXCELLENCY: I have the honor to invite the attention of your excellency to the status of the claim of Antonio Maximo Mora, which was originally presented to the Spanish Government on the 2d of June, 1883, at the time when your excellency was in charge of the ministry over which you so worthily preside.

It is unnecessary for me to refer to the correspondence and to the different stages of the negotiations which preceded the note of your excellency's distinguished predecessor, Señor Moret, of the date of June 30, 1888, which, after explaining the impossibility of returning the property itself, stated that "deseando el Gobierno español dar una prueba más de consideración al Gobierno de los Estados Unidos y á V. E. que tan dignamente lo representa, no vacile en proponer la entrega de una cantidad en metalico que represente una equitativa indemnizacion del valor de aquellos bienes." (As the Spanish Government desires to give one proof more of its consideration for the Government of the United States and for your excellency, who so worthily represents it, it has not hesitated to propose the delivery of a sum of money which will represent an equitable indemnity for the value of said property.)

A prompt response was made by this legation on the following day, July 1, accepting the above proposition.

It is also needless to trace the different steps in the further negotiations which had for their object a just estimate of the value of the property, and which led to the note of Señor Moret of November 29, 1886, containing the following statements and propositions:

"El consejo de Ministros se ha ocupado detenidamente del asunto, y animado del deseo de satisfacer los compromisos anteriormente contraidos y de corresponder á las reclamaciones del Gobierno de los Estados Unidos, ha tomado las siguientes resoluciones que tengo el honor de participar á V. E.:

"1^a. Fijar como cifra definitiva del valor de los bienes embargados á los Sres. Mora que el Gobierno decidió devolver en 1873 y 1876, la suma de 1,500,000 duros en la cual se comprende la indemnización de cuanto puedan reclamar tanto por capital como por intereses y daños y perjuicios.

"2^a. Pagar esta suma con cargo al Presupuesto de Cuba para lo cual el Ministro de Ultramar propondrá a las Cortes en el proximo presupuesto de 1887-88 los medios de satisfacerla." The (Council of Ministers has been occupied in detail with the matter, and, animated of the desire of fulfilling the engagement formerly contracted and of responding to the claims of the United States, has decided upon the following terms of settlement, of which I have the honor of informing your excellency.

(1) To fix as a definite amount of the value of the embargoed property of Messrs. Mora which the Government decided to return in 1873 and 1876 the sum of \$1,500,000. In this sum is included all indemnity that can be claimed for the principal as well as interest, damages, and injury.

(2) The sum to be paid by a charge upon the Cuban budget and the minister of ultramar will propose to the Cortes the means of payment in the next budget of 1887-1888.

On December 7, the legation replied to the above note, agreeing to accept the sum offered in full discharge of the claim.

In view of the above correspondence the Government of the United States naturally believed that the Mora case was definitely settled, and looked forward with confidence to a provision for its payment in the Cuban budget of 1887-1888.

The Cortes adjourned without having passed this budget. The report of the committee, however, without referring particularly to this case, had a qualifying reference to the American claims in general, which, whatever application it might have to

other claims, could not, in the face of the exchange of notes to which I have referred, have any relation to the claim of Antonio Maximo Mora, and exception was taken to affect that case in the note which I had the honor to address to Señor Moret on December 15, 1887, transmitting a project of agreement for the settlement of other outstanding claims between the two Governments.

The theory that the payment of the Mora case was in some way connected with or dependent upon the payment of other claims which first appeared in the report of the above commission received further development in the speech of Señor Moret during the debate on this question of the 23d and 24th of February last. As soon as the official report was before me, I again, on the 5th of March last, took the liberty of calling the attention of Señor Moret to the fact that the correspondence between this legation and the Government of Spain on this subject clearly showed that the statement of his excellency in reference to reciprocity of payment of claims could not apply to the case of Mora. In another note of April 24 I also expressed surprise and regret at the omission of any provision for the payment of the claim from the Cuban budget as published in the *Gaceta* of the 19th of the same month.

In reply to the latter note, dated May 12, 1888, Señor Moret explained that the failure to provide in the budget for the payment of the claim was caused by the unfavorable sentiment in the Chamber of Deputies, which would have produced an unfavorable vote, but that the omission of this provision had no signification because "el Gobierno puede en cualquier momento presentar un proyecto de Ley á las Cámaras y pedir las los medios al efecto necesarios."

I have taken the liberty of making the above summary in order that your excellency may observe how important, from an international point of view, is the position occupied by this subject. By the distinct proposition of the Spanish Government to pay \$1,500,000 in full discharge of the claim, and by the distinct acceptance of this proposition on the part of the Government of the United States, the Mora case was raised from the debatable and negotiable ground which it had previously occupied to the height of an international compact binding upon both Governments. For the early and final disposal of the question the Government of the United States, therefore, relies with confidence upon the justly celebrated promptness and punctiliousness with which the Spanish Government fulfils its engagements, and awaits with interest any information which your excellency will be good enough to transmit through me as to the method and details of payment.

I gladly avail myself of this opportunity to reiterate to your excellency the assurances of my highest consideration.

J. L. M. CURRY.

His Excellency the Marquis DE LA VEGA DE ARMIJO.

[Inclosure 2 in No. 345—Translation.]

The Marquis de la Vega to Mr. Strobel.

MINISTRY OF STATE,
Palace, August 7, 1888.

MY DEAR SIR: I have received the note which the minister of the United States at this court was good enough to address to me on June 30th last, in which he gives a summary of the correspondence which during the last two years has passed between the legation under his worthy charge and this ministry, relative to the claim of D. Antonio Maximo Mora, and declares the confidence felt by his Government that the Government of Her Majesty will, at an early date, adopt suitable measures for the payment of the sum to which the indemnity in the case amounts.

It does not appear to me to be necessary for the moment to enter upon an examination of the considerations set forth by your legation in the note to which I now have the honor of replying, in reference to the engagement contracted in the special case of Mr. Mora because the cabinet of which I form a part, nourishes the purpose and the desire of satisfying, as far as lies in its power, the Government which you represent.

I may be allowed to add, however, that this desire and this purpose are now as they were during the previous administration, subject to the decision of the Cortes of the Kingdom, and the clear proof of this was the inclusion in the colonial budget of 1887-1888 of the appropriation necessary for the payment of the above claim, which explicitly showed that the proposition had to be definitely submitted to the examination and approbation of the legislative bodies. This necessity was also made clear by Señor Moret whenever he handled this subject in the discussions which arose in regard to it in the congress of deputies.

My worthy predecessor, in his note of 12th of May last, explained the potent reasons which had influenced the mind of Her Majesty's Government in not reproducing in the Cuban budget of this year the provision inserted in the same the year before respecting the indemnities of American subjects. Señor Moret feared—in my judgment with a superabundance of reason—that in view of the discussion in the Congress during the months of December and January, and of the state of public opinion in reference to the subject now occupying us, the Cortes would not sanction what had been done by the Government, unless the request for the appropriation necessary to pay the sum to Mr. Mora should be accompanied by an agreement between the two Governments in reference to the whole amount of American claims, and should include the decision and settlement of these in such terms that both the claims of the United States against Spain, which have been the object of the last negotiations, and the claims presented by Spain against the Government of the United States, which are being negotiated in Washington, shall be definitely disposed of.

In view of the above facts, Her Majesty's Government hopes that the Government of the United States will facilitate the execution of what was agreed upon in the case of Mora, which, without the general settlement to which I have referred, might be rendered impossible or indefinitely postponed, in opposition to the desires of the Madrid cabinet. The bases of such a settlement were stated in the note which, with the due authorization of his Government, Mr. Curry addressed to my predecessor on December 15th of last year.

These bases, an examination of which is being made by the ministry under my charge, can serve as a starting point for said settlement, always providing that the Mora claim be included—although not discussed—and in this way be placed on the same footing as the others and be deprived of the character of priority in payment, which is the principal difficulty in the way of its approbation by the Cortes of the Kingdom.

You, with your good judgment will not fail to understand the impossibility of contending with success against the opinion of Parliament and the country, when both see that while Spain has duly paid all the claims presented by the United States, the day never comes when the claims which have for so many years been presented in their turn by Her Majesty's Government are attended to and paid. Hence there results an inequality which has no place in the rectitude and impartiality of the men who succeed each other in the Government of the Union.

The Cortes of the Kingdom, I am convinced, will not fail to vote the necessary appropriation for the payment of the Mora claim, if they understand that this payment coincides with the payment of the Spanish claims to be effected by the American Government. Hence the necessity of proceeding during the parliamentary recess to an immediate general and definite settlement of all pending claims, to the advantage not only of the claimants of the two nations, but to the increase of the friendly relations the maintenance of which is such a source of gratification to the Government of Her Majesty the Queen Regent of Spain.

I avail myself of this occasion to renew to you the assurances of my distinguished consideration.

EL MARQUES DE LA VEGA DE ARMIJO.

To the CHARGÉ D'AFFAIRES OF THE UNITED STATES.

Mr. Bayard to Mr. Strobel.

No. 323.]

DEPARTMENT OF STATE,
Washington, September 17, 1888.

SIR: I have to acknowledge the receipt of your No. 345 of the 9th ultimo, transmitting copy and translation of the note of the Spanish minister of state of the 7th ultimo, reiterating the impossibility of obtaining an appropriation from the Cortes for the payment of the Mora claim without an agreement between the United States and Spain to dispose of claims of the latter against this Government.

So far as the minister's note declares the inviolability of the settlement arrived at in the Mora case, and its removal from the sphere of

discussion, it is satisfactory to this Government, and fulfills the expectations that had been confidently entertained in regard to the observance by the Spanish Government of the agreement heretofore concluded. Nor has this Department been indisposed to include the payment by Spain of the Mora claim with the settlement of other claims pending between the two Governments, provided a fair arrangement for the adjustment of such cases could be arrived at within a reasonable period.

But it can not be admitted that the payment of the acknowledged debt of the Spanish Government in the case of Mora can, as the minister of state intimates, be "indefinitely postponed" until the disposition, or a method of disposition, shall have been reached of all the controverted demands of Spain against this Government.

The Department does not perceive in such a plan the element of reciprocity which the minister of state expresses a desire to introduce. On the contrary, its result appears to be practically to defeat the settlement arrived at in the Mora case by an indefinite postponement.

This view of the matter receives color from the delay of the Spanish Government in responding to the proposition for the settlement of claims submitted to it by your legation in accordance with the instructions of this Department on the 15th of December of last year. With the exception of vague suggestions on one or two occasions from the Spanish minister at this capital that the plan so submitted lacked reciprocity, this Department has received no response to its overtures for a general plan for the adjustment of mutual claims. In reply to those indefinite intimations this Department has long since expressly declared its readiness to take into consideration any counter proposition from the Government of Spain, and has pressingly invited specification of the particulars wherein its proposals were supposed by Spain to lack reciprocity.

The note of the minister of state now under consideration renews the objection heretofore suggested, but equally fails, with the notes of the Spanish minister, above referred to, to advance the negotiation.

The Department is, therefore, unable to accept the minister's conclusion that the delay in the payment of the Mora claim can, in any degree, be justly attributed to this Government.

On the contrary, this Department is of opinion that the sum agreed to be paid in that case may, under the circumstances, fairly be treated as a debt due and withheld by Spain from the United States, upon which interest should justly be computed from the time the agreement was concluded.

I am, &c.,

T. F. BAYARD.

Mr. Bayard to Mr. Belmont.

No. 4.]

DEPARTMENT OF STATE,
Washington, December 18, 1888.

SIR : I invite your attention to the claim of Antonio M. Mora against the Government of Spain.

It is unnecessary, nor would it be pertinent, to recite in detail the history of the claim, which has been conclusively adjusted for a specific sum and only awaits payment by the Spanish Government. It is much to be desired that the case should be finally disposed of by the payment

of the sum agreed on more than two years ago. During that period the justice and validity of the settlement have never been questioned; but the Spanish Government, while repeatedly admitting its obligations, has alleged that it is not practicable to obtain payment of the amount agreed upon, unless provision be made for the adjustment of claims of Spain against the United States. This suggestion was first made long after the date of the adjustment of Mr. Mora's claim and was not anticipated by this Government.

You will represent to the Spanish minister of foreign affairs the hardships upon Mr. Mora, at his extreme age and enfeebled condition of health and depressed fortunes, to be compelled to await the determination of the contested claims of other individuals, Spaniards and Americans, in which he has no possible interest or responsibility and to whose contingencies it can not be justly argued that his life and property should be attached.

You can delicately appeal on the score of humanity and to the Spanish sense of honor, that some arrangement be made which would enable the distinct and unequivocal agreement of the Spanish Government in respect to the claim of Mr Mora to bear fruit capable of enjoyment by this aged beneficiary.

It is necessary that you should be informed that the only case which has been put forward by the Spanish Government as in any sense a specific offset to the claim of Mora is that of Maza and Larrache, for cotton alleged to have been taken from them by the authorities of the United States in 1865. You will find the correspondence relating to this claim in the volume of Foreign Relations for 1887.

I am, etc.,

T. F. BAYARD.

Mr. Rodriguez to Mr. Bayard.

WASHINGTON, March 1, 1889.

SYNOPTICAL AND CHRONOLOGICAL MEMORANDUM OF THE ORIGIN AND VICISSITUDES
OF THE CLAIM OF ANTONIO MAXIMO MORA AGAINST THE GOVERNMENT OF SPAIN.

NOVEMBER 7, 1870.—A court-martial meets at Havana and passes, by default, a sentence of death and confiscation of property against fifty-one persons, one of them already dead, and all others absent, among them Antonio Maximo Mora, a citizen of the United States, naturalized in New York on May 19, 1869.

FIRST PROMISE OF SETTLEMENT.

NOVEMBER 25, 1870.—The Secretary of State of the United States instructs the United States minister at Madrid to enter a protest against the above sentence, and its enforcement against American citizens or their property. Citizens of the United States can not be tried in Cuba, except as provided by treaty. Seizures of American property are forbidden by treaty. The penalty of confiscation of property was abolished in Spain by Article x of the constitution of 1837 and Article XIII of the constitution of 1869.

MAY 6, 1872.—The Secretary of State of the United States writes to the Spanish minister at Washington, that “he had *several times, in interviews with him, brought to his attention* the case of Antonio Maximo Mora, and other citizens of the United States, and that now he *most urgently invites* again the said attention to the said cases, *with a view to their early and satisfactory adjustment.*”

MAY 14, 1872.—The Spanish minister replies, suggesting that the question of restitution of the confiscated property might be submitted also to the arbitrators appointed under the executive agreement of February 11 and 12, 1871, between the State Departments of the two countries.

MAY 22, 1872.—The Secretary of State of the United States declines the proposition, and says: “The claims before the commission are for *compensation* for past injuries; but the applications for the *release* of the property are properly subjects for diplomatic intervention. I have, therefore, the honor to *renew* my request that *energetic measures* may be adopted to hasten such release, * * * as the property has been embargoed, or confiscated, in contravention of existing treaty stipulations between the United States and Spain.

DECEMBER 23, 1872.—Telegram of the Secretary of State of the United States to the United States minister at Madrid: “Urge the immediate release and restoration of embargoed property.” * * *

JANUARY 3, 1873.—Telegram of the United States minister at Madrid to the Secretary of State of the United States: “Minister of state communicated to me to-day, under reserve, for your information, preliminary resolution of council of ministers * * * for the return of confiscated property.”

JULY 11, 1873.—Telegram of the United States minister at Madrid to the Secretary of State of the United States: “A decree of general character, directing the confiscated property to be released and returned to the owners, is about to be promulgated by the Spanish Government.”

JULY 14, 1873.—The United States minister at Madrid writes to the Secretary of State of the United States: “I have the satisfaction to forward * * * copy and translation of a decree * * * directing the immediate restoration of property.” * * * (See “Foreign Relations of the United States in 1873,” pages 1008 and 1009.)

The decree of July 12, 1873, herein referred to, was not obeyed in Cuba, or even published. The belief was at first entertained that this disregard of the orders of the Madrid Government was due to insubordination on the part of the Cuban authorities; but it appeared afterward that it was due to secret instructions sent from Madrid to the governor-general at Havana. Those instructions, after reciting the reasons why the decree should not receive attention, used the following language:

In addition to the reasons already suggested to explain why the decree of July 12th instant can not be complied with, your excellency may say further that under article fourth of the same decree, certain rules and regulations are to be made by this department (the Spanish state department), or rather by the Havana board of seized property, to be approved by this department, previously to any attempt to comply with any other of its provisions, and that said rules and regulations have not been as yet made or approved.” * * * “The circumstances that the said decree was officially communicated to the minister of Spain at Washington, with instructions to transmit it to the Secretary of State of the United States, which he did, and that the President of the United States in reply expressed his satisfaction, * * * are certainly calculated to *complicate* the matter, *especially under the circumstances in which we are at present*; but no action at all shall be taken, however, without first having the authorized opinion of your excellency.

SECOND PROMISE OF SETTLEMENT.

SEPTEMBER 15, 1873.—The Spanish Government at Madrid sends an order to the governor-general of Cuba directing him to release the property of Antonio Maximo Mora and other citizens of the United States.

NOVEMBER 7, 1873.—The Spanish Government at Madrid directs by cable the governor-general of Cuba to comply with the above order of September 15. The restitution must be made, he says, prior to the 30th of November, in order *to avoid international complications.*

NOVEMBER 24, 1873.—The colonial minister, who has come to Havana to personally superintend the restitution of the property of American citizens, addresses a communication to the governor-general recommending said restitution to be commenced at once.

Neither these orders of September 15 and November 7, 1873, nor the movement of the Spanish colonial secretary ended in any practical result, because of the contemporary fall of the Spanish Republic. Gen. Pavia, at the head of his soldiers, invaded the palace of the Cortes and expelled and disbanded the representatives of the nation, establishing a temporary government, at whose head he placed Marshal Serrano. The colonial secretary left Cuba in haste, and the matter of the restitution of American property was allowed to drop.

THIRD PROMISE OF SETTLEMENT.

NOVEMBER 5, 1875.—The Secretary of State of the United States writes to the United States minister at Madrid, making a historical review of all that had happened in the matter of the "arbitrary seizure and withholding of the estates and property of citizens of the United States and Cuba, under proceedings of confiscation," and saying the following: "This simple narration of facts, * * * the promises made and repeated, the assurances given from time to time that something should be done, the admission of the justice of the demands of this country, at least to the extent of expressing regret for these wrongs and promising redress, followed, as they have been, by absolutely no performance, need no extended comment." * * * "The President feels that the time is at hand when it may be the duty of other governments to intervene" (in the affairs of the Island of Cuba), and that "it is his duty at an early day to submit the subject in this light, and accompanied by an expression of his views, * * * to the consideration of Congress." "This conclusion is reached after every other expedient has been attempted and proved a failure, and in the firm conviction that the period has at last arrived when no other course remains for this Government. It is believed to be a just and friendly act to frankly communicate this conclusion to the Spanish Government.

FEBRUARY 9, 1876.—The Spanish secretary of state writes to the United States minister at Madrid: "I have the satisfaction to inform your excellency that the Government of his majesty, accepting as sufficient proof of the nationality of those persons (Mora and three other claimants) the evidence furnished by your excellency, * * * but considering that under the laws of Spain the executive power has no authority to reverse or nullify the final decisions of a court, has reached the conclusion of granting a pardon to the said persons and ordering in consequence thereof that the confis-

cation of the property made under the sentence aforesaid should be discontinued and that the property should be at once placed at the free disposal of the owners. This decision of his majesty's Government has been communicated this very day by cable to the superior authorities of Cuba, and your excellency may rest assured that it will be faithfully executed.

MAY 13, 1876.—The United States consul-general at Havana reports as follows: "The authorities here pay no attention to the representations of Mr. Mora's agent in regard to the restoration of his property. * * * The Government refuses to receive the memorials of the agent on the ground that there is no positive proof of his being the legally constituted attorney. All this is mere subterfuge. Mr. Gonzalez (the agent) has been * * * recognized as the attorney of Mr. Antonio Maximo Mora. The powers of attorney he holds have been duly approved by the General Government, admitted, and duly registered. * * * Aside from the evident purpose of the subordinate authorities to create obstacles it is possible that they may have some personal objection to Mr. Gonzalez, although I know of no motive therefor."

The matter remained in this way for ten years longer, during which time, however, the Mora case was frequently urged. In 1883 (July 2), Mr. Foster, then the United States minister at Madrid, made a vigorous presentation of the case, but Marquis de la Vega de Armijo, then the Spanish secretary of state, did not even reply to his note, and allowed the whole time he was in office to pass without taking any notice of Mr. Foster's note. For this he was highly eulogized in the Cortes by the opposition, in whose eyes his action was considered patriotic. (See *Extracto Oficial*, or Spanish Congressional Record, May 28, 1887.)

FOURTH PROMISE OF SETTLEMENT.

MARCH 3, 1886.—Mr. Curry, United States Minister at Madrid, presents again the case to the consideration of the Spanish Government.

JUNE 30, 1886.—Señor Moret, the Spanish secretary of state, replies as follows:

PALACE, June 30, 1886.

MOST EXCELLENT SIR: The claim which your legation has made in relation to the property of Antonio Maximo Mora, which was confiscated in the Island of Cuba, has been kept for some time under the most friendly consideration by the Spanish Government.

If the positive orders transmitted to the captain-general of Cuba for the restitution of that property have not been as yet complied with, the failure has been due to the peculiar occurrences which have taken place in that island and to legal difficulties which prevented the property from being returned.

This combination of circumstances, as well as the time elapsed, render at this date the strict compliance with the orders—that is, the actual restitution of the property—impossible. But as the Spanish Government desires to give one proof more of its consideration towards the Government of the United States and towards your excellency, who so worthily represents it, it has not hesitated to propose the payment of a sum of money which will represent an equitable indemnity for the value of said property.

If your excellency accepts this proposition, we can by mutual agreement, upon examination of the record, fix the amount of the indemnity, and then the colonial secretary shall make in his budget an appropriation to pay the sum agreed upon by us, unless upon consideration of the analogous questions pending between the two nations, some other more expeditious way of immediate payment to the claimants happens to be found out. All of this is on the express condition that all further claim for the seizure of the property and for everything else bearing any relation therewith is waved and given up.

I remain, etc.,

S. MORET.

To the MINISTER Plenipotentiary of the UNITED STATES.

NOVEMBER 29, 1886.—The Spanish secretary of state, Señor Moret, writes to Mr. Curry, the United States minister at Madrid, as follows:

PALACE, November 29, 1886.

MOST EXCELLENT SIR: In reply to your excellency's note of the 20th instant on the matter which we know by the name of the Mora claim, I have the honor to inform your excellency that the council of ministers has examined the matter in detail, and, feeling itself animated by the desire to fulfill the engagements formerly contracted and to respond to the claims of the United States, has decided upon the terms of settlement which I have now the honor to transmit to your excellency, and are as follows:

First. To fix as a definite amount to be paid for the confiscated property of Mr. Mora, which the Government decided to return in 1873 and 1876, the sum of \$1,500,000. This sum shall cover all indemnity that can be claimed for the principal as well as for interest and damages.

Second. This sum shall be paid by a charge upon the Cuban budget, and the colonial secretary shall propose to the Cortes in the next budget of 1887-'88 the means of payment.

I must add that as the colonial budget is not in condition to support at one time the considerable sum of \$1,500,000, especially after the arrangements just made for the payment of the debt and outstanding obligations, the Government has naturally reserved the determination of the most practicable method of paying the amount, of which I shall have occasion to give to your excellency due information.

If your excellency, as I hope, will find these conclusions to be just, and will be good enough as to express to me your assent to them, we can consider that this matter, which your excellency aptly qualifies as protracted and as annoying to both governments, is terminated, on condition, as I have already had the honor to inform your excellency in my note of June 30th ultimo, that both Mora and the Government of the United States in his behalf shall waive and give up all further claim for the seizure of this property and everything else concerning it.

I avail myself of this opportunity, etc.,

S. MORET.

The MINISTER PLENIPOTENTIARY OF THE UNITED STATES.

DECEMBER 7, 1886.—The United States minister at Madrid, Mr. Curry, replies to Señor Moret as follows:

LEGATION OF THE UNITED STATES,
Madrid, December 7, 1886.

MOST EXCELLENT SIR: In reply to your excellency's note of the 29th ultimo, offering the amount of \$1,500,000 in settlement of the claim presented by this legation to the Government of Spain, in behalf of the American citizen, Antonio Maximo Mora, for the embargo of his property in Cuba, I have the honor to state that I have communicated with my Government in regard to the matter, and have been informed that the above offer is accepted by it. I also take pleasure in repeating the statement made in the note which I had the honor to send to your excellency on July 1 last, that the amount of indemnity agreed upon, and paid, will be accepted by my Government as a full discharge of all demand against the Government of Spain growing out of the claim of this citizen of the United States.

While expressing to your excellency the gratification felt by the United States Government of an action so much in accordance with the well-known sense of honor of the Government of Her Majesty, I beg to inform your excellency that I am ready at any moment, as your excellency suggests, to arrange the details of payment in order that this question, which your excellency admits to have been tedious and annoying, may as soon as possible be finally removed from the consideration of both governments.

I avail, etc.,

J. L. M. CURRY.

His Excellency S. MORET, *Secretary of State*.

JUNE 13, 1887.—The Spanish colonial secretary submits to the Cortes the appropriation bill (Budget) for the year 1887-'88, Article 20 of which reads as follows:

Art. 20. Authority is hereby given to the Government to pay the amount of the claims allowed to citizens of the United States by agreement made between the Secretary of State and the minister plenipotentiary of that Republic.

The payment shall be made in such a form as may be agreed upon between the

two governments; and the sums which the Spanish Government has to receive for its own pending claims shall necessarily be applied to cover that item.

For the purposes of this article an appropriation as large as necessary shall be understood to be hereby made.

The foregoing bill never became a law. The meetings of the Cortes was suspended by royal decree of July 11, 1887. When the Cortes met again, on December 1, the appropriations of the preceding year were made available and the budget of 1887-'88 was left unacted upon.

AUGUST 22, 1887.—Mr. Curry, United States minister, at Madrid, writes to one of Mr. Mora's lawyers as follows:

The Cuban budget, as presented by the minister of Ultramar, contained an appropriation, which, in the aggregate, covered all allowed claims. But for the unfortunate complications growing out of the army reorganization scheme, threatening a ministerial crisis, and necessitating, as Sagasta thought, a prorogation of the Cortes, * * * the budget would have become a law in a few days and the claims * * * would have been adjusted. * * * The definite sums for the various claims had been fixed by Mr. Moret and myself.

FEBRUARY 22, 1888.—Señor Lastres, a member of the Spanish Cortes, introduced a resolution repudiating the agreement between Señor Moret and Mr. Curry for the settlement of the Mora claim, and directing the Government not to pay anything on this account.

FEBRUARY 24, 1888.—The above resolution was defeated, after a protracted debate, by a vote of 170 against 47.

MARCH 26, 1888.—Mr. Curry, the United States minister at Madrid, writes to one of Mr. Mora's lawyers (Mr. Paige) in reference to certain declarations made by Señor Moret in the Cortes in defense of his action against the attacks of Señor Lastres and his followers, and says:

Señor Moret's speech in one particular was unsatisfactory. His defense of the Mora agreement and his familiarity with the details of the claim are beyond what I had anticipated. But he impliedly, if not in fact, made the payment of Mora contingent on reciprocity. To that construction I instantly and firmly made an emphatic protest; but to my denial of his interpretation a verbally promised response has not yet come. I have no reason for thinking that our Government will not insist upon a specific performance of the obligation. * * * The present *status* of the Mora case will be presented in full in a dispatch, which I presume the Department will not be unwilling to show to persons interested.

APRIL 12, 1888.—Mr. Curry, the United States minister at Madrid, writes to another lawyer of Mr. Mora's (Mr. Conkling), and says:

The proposition of the Spanish Government to settle the Mora case by the payment of \$1,500,000, which was to be charged to the Cuban budget for 1887-'88, was accepted by our Government and constituted a finality. * * * In candor I must say that I have no reason to question the *bona fides* of the Government, and much less to withdraw confidence from the minister of foreign affairs, Mr. Moret. A threatened ministerial crisis caused the prorogation of the Cortes last summer before the budget was acted on. When the National Legislature reassembled the Mora case and Mr. Moret were assailed with virulence and acrimony. * * * Moret responded with vigor and eloquence; but it must be conceded that he made some declarations which were not in strictest harmony with or inferential from the agreement of his Government. To these declarations and inferences I promptly entered my dissent and protest. * * * Thus the matter stands.

APRIL 16, 1888.—The Spanish colonial secretary submits to the Cortes the budget for 1888-'89, with no provision to pay the Mora claim or any other claim.

APRIL 24, 1888.—The United States minister at Madrid, Mr. Curry, writes to the Spanish secretary of state, Señor Moret, and says:

I hope that your excellency, in behalf of your excellency's Government, will give me such assurances as to dispel and reject far away from my mind any suspicion (recelo) which may have arisen out of the omission about which I have the honor to call the attention of your excellency.

MAY 12, 1888.—The Spanish secretary of state, Señor Moret, replies to the above as follows :

PALACE, *May 12, 1888.*

SIR: In reply to the note which your excellency had the kindness to address me on April 24, I have the honor to say that the Government did not put in the budget of the Island of Cuba the item or article inserted in the budget of last year for the execution of the agreement made with the Government of your excellency, in reference to the indemnities to be paid to American citizens, nor has it put in it any new clause for the same purpose, because of the reasons that I shall now set forth, and to which I hope your excellency will give their full value.

The Government has been compelled, before all, to pay attention to what happened in the Congress of Deputies during the discussion of this subject in December and January last. The effect of that long and minute debate was the conviction on the part of the Government that the chamber was not disposed to sanction what the Government had done, unless all other American claims were settled and liquidated, so that there should be a definite disposal both of the claims held by the United States against Spain, which have been the subject of negotiations, and of those held by Spain against the United States, which are being negotiated at Washington.

Under this condition of things, and in view of the fact that the opinion of the different groups of the opposition has been expressed, the reproduction of the item, with the clearness required by parliamentary rules, would have assuredly provoked a negative vote of the House, which would have been injurious to the very purposes of the note of your excellency, to which I now have the honor to answer.

On the other hand, the propositions which your excellency made to me on the 15th of December ultimo, formulating in the name of the Government of the United States, as a consequence of our negotiations, a general arrangement of all the claims existing between the two governments, are now under discussion. Under the authority that your excellency gave me for that purpose, I reported these propositions to Congress, and I think that it would not be prudent to ask for the appropriation necessary to pay the claim of Antonio Maximo Mora, without accompanying the petition with some analogous and reciprocal resolution in reference to the totality of the claims, sufficient to terminate the question entirely.

The urgency of the parliamentary business in which I have been engaged has prevented me from replying as yet to the note of your excellency just referred to. I shall have the honor to do so in a few days.

It is my duty to say further that for the purpose in view it is of no consequence and makes no difference at all that the item referred to by your excellency has not been put in the budget of Cuba of the present year, because the Government can at any time introduce a bill in Congress asking for such an appropriation as is necessary.

In ending in this way my reply to the note of your excellency of April 24, I desire in every way to make it evident that the Government does not propose or assume to alter in any way what has been agreed upon with the Government of the United States; but that for the very reason that it respects scrupulously its engagements, it must appreciate the manner and the moment in which, upon consideration of the parliamentary antecedents of the question, it may be most opportune to introduce in Congress, with probability of success, the proper resolution. Being assured that in any other way any resolution which has not the general and total character which I have indicated would be rejected by Congress, the Government could not expose itself to such a refusal, which would complicate the subject and delay the settlement instead of terminating it, as must be done for the good of the two countries and is desired by them.

I trust that these considerations will completely satisfy your excellency and will give also to the Government of your excellency the assurance that the Government of the Queen Regent does not modify or alter the attitude taken by it on this subject.

I gladly avail of this opportunity, etc.,

S. MÓRET.

His Excellency J. L. M. CURRY.

JUNE 30, 1888.—The United States minister at Madrid writes to the new Spanish secretary of state (Marquis de la Vega de Armijo) as follows :

LEGATION OF THE UNITED STATES,
Madrid, June 30, 1888.

SIR: I have the honor to invite the attention of your excellency to the status of the claim of Antonio Maximo Mora, which was originally presented to the Spanish Government on the 2d of June, 1883, at the time when your excellency was in charge of the ministry, over which you so worthily preside.

It is unnecessary for me to refer to the correspondence and to the different stages of the negotiation which preceded the note of your excellency's distinguished predecessor, Señor Moret, of the date of June 30, 1888, which, after explaining the impossibility of returning the property itself, stated that ("deseando el Gobierno español," etc., * * *) "as the Spanish Government desires to give one proof more of its consideration for the Government of the United States and for your excellency, who so worthily represents it, it has not hesitated to propose the delivery of a sum of money which will represent an equitable indemnity for the value of said property."

A prompt response was made by this legation on the following day, July 1, accepting the above proposition.

It is also needless to trace the different steps in the further negotiations which had for their object a just estimate of the value of the property, and which led to the note of Señor Moret of November 29, 1886, containing the following statements and propositions:

"El Consejo de Ministros * * *. The council of ministers has examined the matter in detail and, being animated by the desire to fulfill the engagements formerly contracted and to respond to the claims of the United States, has decided upon the terms of settlement, which I have the honor to transmit to your excellency, and are as follows:

"First. To fix as a definite amount to be paid for the confiscated property of Mr. Mora, which the Government decided to return in 1873 and 1876, the sum of \$1,500,000. This sum shall cover all indemnity that can be claimed for the principal, as well as for interest and damages.

"Second. This sum shall be paid by a charge upon the Cuban budget, and the colonial secretary shall propose to the Cortes in the next budget of 1887-'88 the means of payment."

On December 7 the legation replied to the above note, agreeing to accept the sum offered in full discharge of the claim.

In view of the above correspondence the Government of the United States naturally believed that the Mora case was definitely settled, and looked with confidence to a provision for its payment in the Cuban budget of 187-788.

The Cortes adjourned without having passed this budget. The report of the committee, however, without referring particularly to this claim, had a qualifying reference to the American claims in general, which, whatever application it might have to other claims, could not, in the face of the exchange of notes to which I have referred, have any relation to the claim of Antonio Maximo Mora; and exception was taken to affect that case, in the note which I had the honor to address to Señor Moret on December 15, 1887, transmitting a project of agreement for the settlement of other outstanding claims between the two governments.

The theory that the payment of the Mora case was in some way connected or dependent upon the payment of other claims, which first appeared in the report of the above committee, received further development in the speech of Señor Moret during the debate on this question on the 23d and 24th of February last. As soon as the official report was before me, I again, on the 5th of March last, took the liberty of calling the attention of Señor Moret to the fact that the correspondence between this legation and the Government of Spain on this subject clearly showed that the statement of his excellency in reference to reciprocity of payment of claims could not apply to the case of Mora. In another note of April 24th I also expressed surprise and regret at the omission of any provision for the payment of the claim from the Cuban budget, as published in the "Gaceta" of the 19th of the same month.

In reply to the latter note, dated May 12, 1888, Señor Moret explained that the failure to provide in the budget for the payment of the claim was caused by the unfavorable sentiment in the Chamber of Deputies, which would have produced an unfavorable vote; but that the omission of that provision had no signification, because "el Gobierno," etc., * * * "the Government can at any time introduce a bill in Congress asking for such an appropriation as is necessary."

I have taken the liberty of making the above summary in order that your excellency may observe how important from an international point of view is the position occupied by this subject. By the distinct proposition of the Spanish Government to pay \$1,500,000 in full discharge of the claim, and by the distinct acceptance of this proposition on the part of the Government of the United States, the Mora case was raised from the debatable and negotiable ground which it had previously occupied to the height of an international compact binding upon both governments.

For the early and final disposal of the question the Government of the United States, therefore, relies with confidence upon the justly celebrated promptness and punctiliousness with which the Spanish Government fulfills its engagements, and awaits with interest any information which your excellency will be good enough to transmit through me as to the methods and details of payment.

I gladly avail myself, etc.,

J. L. M. CURRY.

AUGUST 7, 1888.—The Spanish secretary of state sent the following reply to Mr. Strobel, *chargé d'affaires ad interim* of the United States:

MINISTRY OF STATE,
Palace, August 7, 1888.

MY DEAR SIR: I have received the note which the minister of the United States at this court was good enough to address to me on June 30th last, in which he gives a summary of the correspondence which during the last two years has passed between the legation under his worthy charge and this ministry relative to the claim of Antonio Maximo Mora, and declares the confidence felt by his Government that the Government of Her Majesty will at an early date adopt suitable measures for the payment of the sum to which the indemnity in the case amounts.

It does not appear to me to be necessary for the moment to enter upon an examination of the considerations set forth by your legation in the note to which I have the honor to reply, in reference to the engagement contracted in the special case of Mr. Mora, because the cabinet, of which I form a part, nourishes the purpose and the desire of satisfying, as far as it lies in its power, the Government which you represent. I may be allowed to add, however, that this desire and this purpose are now, as they were during the previous administration, subject to the decision of the Cortes of the Kingdom. And the clear proof of this was the inclusion in the colonial budget of 1887-'88 of the appropriation necessary for the payment of the above claim, which explicitly showed that the proposition had to be definitely submitted to the examination and approbation of the legislative bodies. This necessity was also made clear by Señor Moret whenever he handled this subject in the discussions which arose in regard to it in the Congress of Deputies.

My worthy predecessor in his note of May 12 ultimo explained the potent reasons which had influenced the mind of Her Majesty's Government in not reproducing in the Cuban budget of this year the provision inserted in the same the year before respecting the indemnities of American subjects. Señor Moret feared—in my judgment with superabundance of reason—that in view of the discussions in Congress in December and January last, and of the state of public opinion in reference to the subject now occupying us, the Cortes would not sanction what had been done by the Government unless the request for the appropriation necessary to pay Mr. Mora would be accompanied by an agreement between the two Governments in reference to the whole amount of the American claims, and should include the decision and settlement of these in such terms that both the claims of the United States against Spain, which have been the subject of the last negotiations, and the claims presented by Spain against the Government of the United States, which are being negotiated in Washington, should be definitely disposed of.

In view of the above facts, Her Majesty's Government hopes that the Government of the United States will facilitate the execution of what was agreed upon in the case of Mora, which, without the general settlement to which I have referred, might be rendered impossible or indefinitely postponed, in opposition to the desires of the Madrid cabinet. The bases of such a settlement were stated in the note, which, with the due authorization of his Government, Mr. Curry addressed to my predecessor on December 15 of last year.

These bases, an examination of which is being made by the ministry under my charge, can serve as a starting point for said settlement, always providing that the Mora claim be included, although not discussed, and in this way be placed on the same footing as the others, and be deprived of the character of priority in payment, which is the principal difficulty in the way of its approbation by the Cortes of the Kingdom.

You, with your good judgment, will not fail to understand the impossibility of contending with success against the opinion of Parliament and the country, when both see that while Spain has duly paid all the claims presented by the United States, the day never comes when the claims which have for so many years been presented in their turn by Her Majesty's Government are attended to and paid. Hence, there results an inequality which has no place in the rectitude and impartiality of the men who succeed each other in the Government of the Union.

The Cortes of the Kingdom, I am convinced, will not fail to vote the necessary appropriation for the payment of the Mora claim, if they understand that this payment coincides with the payment of the Spanish claims to be effected by the American Government. Hence the necessity of proceeding during the parliamentary recess to an immediate general and definite settlement of all pending claims to the advantage not only of the claimants of the two nations, but to the increase of the friendly relations, the maintenance of which is such a source of gratification to the Government of Her Majesty the Queen Regent of Spain.

I avail myself, etc.,

EL MARQUES DE LA VEGA DE ARMIJO.

JANUARY 18, 1889.—Marquis de la Vega de Armijo explains to the Congress of Deputies, in reply to Señor Lastres and the opposition, what his real intentions are: He thinks that the alleged Spanish claims against the United States are for an amount larger than the Mora claim and all other claims of the United States against Spain, and expects that the practical result would be a gain for Spain: "Podemos todavia salir ganando."

He said: "It is not possible for any government to refuse entirely to a foreign nation what had been previously offered to her under the signature of an official having full authority to conduct the foreign relations of the country. * * * What can be done only is to endeavor to give them a new aspect (*una nueva faz*); and I hope and trust to get out of this business without needing to come to Parliament and ask it for resources."

If Spain were not the proud and chivalrous nation that history has proved her to be, the conclusion which might perhaps be drawn from the foregoing memorandum would justify the assertion of one of her lawyers in this city. It might be said that her promises had no other object in view than securing temporary relief from pressure on the part of the United States, but no intention at all to do justice to the claimants, or show deference and friendship to the American Government. The lawyer aforesaid, Mr. John D. McPherson, stated, in 1880, "that in ordering the restitution of this property Spain admitted nothing, but simply made a sacrifice for the purpose of securing peace."

The restitution of Mr. Mora's property ought to have been made, when asked for, in 1872, or at least when ordered in 1873 and 1876. The payment of the sum of money proposed by Spain herself in lieu of that restitution, a sum of money which Spain herself suggested, ought to have been made, when promised, during the fiscal year of 1887-'88. Neither that restitution, nor this payment, have anything to do with any other claim, whether settled or unsettled, whether American or Spanish. Spain can not mix the case of Mr. Mora with any other case, deprive it of the priority of payment which was agreed upon, or make it dependent in anyway whatever upon any other arrangements between both nations.

Respectfully submitted.

J. I. RODRIGUEZ,

Attorney in Fact and Counsel for Antonio Maximo Mora.

WASHINGTON, D. C., March 1, 1889.

Mr. Blaine to Mr. Palmer.

No. 3.]

DEPARTMENT OF STATE,

Washington, May 20, 1889.

SIR: What is known as the "Mora case" has been under discussion between this Government and the Government of Spain for many years. I call your attention to it thus early in your mission, by special direction of the President, who attaches great importance to its proper settlement. I deem it unnecessary to furnish you with a minute history of its previous negotiation. You will find all the facts, in full detail, among the archives of the legation, and this instruction is intended to make you fully acquainted with the present status of the case.

It is sufficient now to say that Antonio Maximo Mora is a naturalized citizen of the United States, whose citizenship has been unequivocally and formally recognized by the Spanish Government. It has never been denied or questioned, even by implication, in any of the phases of this protracted discussion.

In 1870, while residing in the United States, Mora was tried by a Spanish court-martial in Havana, for alleged offenses *committed in the United States* against the Cuban government, was sentenced to death, and all his vast and valuable property confiscated.

In response to the earnest remonstrance of the Government of the United States, the Spanish Government, in 1873, by repeated decrees ordered the restitution of Mora's property, but the decrees were never carried into execution.

After this neglect and practical reversal of its own decrees by the Spanish Government, the Secretary of State of the United States (Mr. Hamilton Fish) wrote as follows to the United States minister at Madrid (Mr. Caleb Cushing), November 5, 1875:

This simple narration of facts, * * * the promises made and repeated, the assurances given from time to time that something should be done, the admission of the justice of the demands of this country, at least to the extent of expressing regret and promising redress for these wrongs, followed as they have been by absolutely no performance, need no extended comment. The President feels that the time is at hand when it may be the duty of other governments to intervene (in the affairs of the Island of Cuba). * * * It is his duty at an early day to submit the subject in this light and accompanied by an expression of his views * * * to the consideration of Congress. This conclusion has been reached after every other expedient has been attempted and proved a failure, and in the firm conviction that the period has at last arrived when no other course remains for this Government. It is believed to be just and friendly to frankly communicate this conclusion to the Spanish Government.

On February 9, 1876, the Spanish secretary of state replied to the United States minister at Madrid:

I have the satisfaction to inform your excellency that the Government of His Majesty, accepting as sufficient proof of the nationality of those persons (Mora and three others) the evidence furnished by your excellency's communication, dated the 6th instant, seeing that the Spanish laws do not concede to the executive power the right of annulling sentences made executory, has resolved to remit and pardon the penalty which was imposed on the above-named subjects of the United States by the ordinary council of war, and in consequence thereof to command that there be immediately raised the confiscation or embargo of their property which may have been decreed, leaving it at their free disposal. The resolution of the Government of His Majesty is communicated this very day by telegraph to the superior authorities of Cuba, and *your excellency may rest assured that it will be faithfully executed.*

For ten long years these solemn promises and these official pledges of the Spanish Government remained unredeemed, although the reports and records of the Spanish courts and officers proved that the royal treasury at Madrid had in the meantime received from the illegally confiscated property of Mr. Mora not less than \$2,000,000.

At last the Spanish Government seemed to realize that such conduct was not consistent with its own long and honorable record of good faith in the discharge of international obligations; and on June 30, 1886, Señor Moret, the Spanish secretary of state, whose reputation for unswerving integrity added weight to the force of his official declarations, wrote to Mr. Curry, then our minister at Madrid:

PALACE, June 30, 1886.

MOST EXCELLENT SIR: The claim which your legation has made in relation to the property of Antonio Maximo Mora, which was confiscated in the Island of Cuba, has been kept for some time under the most friendly consideration by the Spanish Government. If the positive orders transmitted to the captain-general of Cuba for the restitution of that property have not as yet been complied with, the failure has been

due to the peculiar occurrences which have taken place in that island and to legal difficulties which prevented the property from being returned. This combination of circumstances, as well as the time elapsed, render at this date the strict compliance with the orders—that is, the actual restitution of the property—impossible. But, as the Spanish Government desires to give one more proof of its consideration toward the Government of the United States, and toward your excellency, who so worthily represents it, it has not hesitated to propose the payment of a sum of money which will represent an equitable indemnity for the value of said property.

Continuing the subject, Señor Moret further wrote to Mr. Curry:

PALACE, November 29, 1886.

MOST EXCELLENT SIR: In reply to your excellency's notes of the 20th instant on the matter which we know by the name of the Mora claim, I have the honor to inform your excellency that the council of ministers has examined the matter in detail, and that feeling itself animated by the desire to *fulfill the engagements formerly contracted* and to respond to the claims of the United States, has decided upon the terms of settlement which I have now the honor to transmit to your excellency, and are as follows:

First. To fix as a definite amount to be paid for the confiscated property of Mr. Mora, which the Government decided to return in 1873 and 1876, the sum of \$1,500,000. This sum shall cover all indemnity that can be claimed for the principal as well as for interest and damages.

Second. This sum shall be paid by a charge upon the Cuban budget, and the colonial secretary shall propose to the Cortes in the next budget of 1887-'88 the means of payment.

I must add that as the colonial budget is not in condition to support at one time the considerable sum of \$1,500,000, especially after the arrangements just made for the payment of the debt and outstanding obligations, the Government has naturally reserved the determination of the most practicable method of paying the amount, of which I shall have occasion to give your excellency due information.

If your excellency, as I hope, will find these conclusions to be just, and will be good enough as to express to me your assent to them, we can consider that this matter, which your excellency aptly qualifies as protracted and as annoying to both governments, is terminated.

To this communication, after submitting it to his Government, Mr. Curry replied on December 7, 1886:

In reply to your excellency's note of the 29th ultimo, offering the amount of \$1,500,000 in settlement of the claim presented by this legation to the Government of Spain in behalf of the American citizen Antonio Maximo Mora for the embargo of his property in Cuba, I have the honor to state that I have communicated with my Government in regard to the matter, and have been informed that the above offer has been accepted by it. I also take pleasure in repeating the statement made in the note which I had the honor to send to your excellency on July 1 last, that the amount of indemnity agreed upon and paid will be accepted by my Government as a full discharge of all demand against the Government of Spain growing out of the claim of this citizen of the United States.

While expressing to your excellency the gratification felt by the Government of the United States of an action so much in accordance with the well-known sense of honor of the Government of Her Majesty, I beg to inform your excellency that I am ready at any moment, as your excellency suggests, to arrange the details of payment, in order that this question which your excellency admits to have been tedious and annoying, may, as soon as possible, be finally removed from the consideration of both governments.

I have called your special attention to this correspondence because it contains in the explicit language of the Spanish Government itself the strongest and fullest statement of the case which can be made.

You will observe that the Spanish Government declared that it will make this payment "animated by the desire to fulfill the engagements formerly contracted." You will observe further, that the Spanish Government admits that its orders for the restoration of this property have been disobeyed by its own officials. Still further, you will observe that instead of the one million and a half of dollars which it promised as indemnity to Mora, the Spanish Government has received over \$2,000,000 from the property which its own highest authority declares to have

been unlawfully confiscated. According to the Spanish Government's own statement, this is no longer "a claim of Mora," however much the justice of that claim may have been the basis of this honorable action, but in the language of Mr. Curry, the minister of the United States, "the case was raised from the debatable and negotiable ground which it had previously occupied to the height of an international compact, binding upon both governments."

You will again observe that by the explicit declaration of Señor Colantes the Government of Spain has given to the Mora claim a special character. By royal decree, which could not be revoked or repealed or lawfully disobeyed by any subsequent Government, Mora's property was ordered to be restored to him upon the ground that he was an American citizen, over whom the court-martial in Cuba had no lawful jurisdiction. If the property was not so delivered it was by open disobedience of the local Cuban authorities, and if this disobedience was neither disavowed nor corrected by the Spanish Government, then every day that this property was so tortiously held the Spanish Government was responsible for the continuing tort. Under the pardon Mora's alleged offense was extinguished and he was an innocent and unoffending citizen of the United States, guilty of no transgression, actual or constructive, against Spain. Under the remission of the embargo the title to the property was undeniably in Mora. And the continuance of this forcible dispossession of Mora was a violation of the Spanish law, to the protection of which he was entitled by treaty, and a violation also of the international compact which professed to make restitution, for both of which, in the judgment of the President, the Spanish Government is responsible to the Government of the United States.

After ten years' existence of this condition of admitted right and persistent wrong, of full pardon and continued punishment, the Spanish Government again repeated its acknowledgment of the obligation. It acknowledged the wrongful possession of Mora's property, but asked that the Government of the United States should accept an indemnity in money, instead of an actual return of the property. But this indemnity is, to all intents and purposes, the property, and the same power which could have delivered the property can pay the money; for the money is only the representative of the property, which the Spanish Government actually held and from which it received profits far in excess of the amount offered; and the immediate payment of that amount is as absolutely obligatory upon the Spanish Government as the delivery of the property. This statement is confirmed by the language of M. Moret himself in defending the settlement before the Cortes:

The property was ordered to be restored * * * but it was not restored. Two of the plantations, the San Joaquin estate and the American estate, were abandoned, and the other plantation, the Australia estate, which was worth \$800,000, and which yielded every year 14,000 hogsheads of sugar, has been sold, no one knows how or for what reason, for \$160,000, which is an exceedingly small consideration in comparison with its real value.

And in the same speech, on the same day, he admitted that the estates yielded \$2,317,000, and that the money had disappeared.

It was impossible for this Government to anticipate that there could or would be any further discussion of this transaction. It would have been indecorous and offensive to the proverbial good faith of Spain for this Government to have permitted a suspicion that the just and liberal Government which made this compact would ever desire to repudiate it, or that the strong and wise administration which negotiated it would have failed to give it effectual support in the Cortes. Especially is this

difficult to understand in face of the fact that when, in February, 1888, Señor Lastres, a member of the Spanish Cortes, introduced a resolution repudiating the agreement between Señor Moret and Mr. Curry for the settlement of the Mora claim, and directing the Government not to pay anything on this account, the resolution was defeated by a vote of 170 against 47. Why should the Cortes, which refused to censure the settlement, be willing to defeat its execution? Or how can such a condition be assumed in the face of this declaration of Mr. Moret to Mr. Curry, May, 1888:

It is my duty to say further that for the purpose in view it is of no consequence and makes no difference at all that the item referred to by your excellency has not been put into the budget of Cuba for the present year, because the Government can at any time introduce a bill in Congress asking for such appropriation as is necessary.

In view of all these facts it is with the profoundest regret that the President finds himself compelled to follow the recent history of this negotiation from the date of the absolute settlement of 1886.

When it became the duty of the Spanish Government, after this settlement, to place the proper charge upon the Cuban budget, the Cortes was suspended pending its discussion. In the ensuing session the subject became one of very earnest discussion. As already stated, a motion to censure the Moret settlement was rejected by a vote of 170 against 47, but no action was taken for the payment of the indemnity. In the discussion of the question and in defense of the settlement, Mr. Moret, the Spanish secretary of state, who it may be said vindicated its justice with admirable force and clearness, used language which created some doubt as to his conviction of its absolute finality.

Mr. Curry, the minister of the United States, immediately called the attention of the secretary to the omission of all provision for the payment of the indemnity, saying: "I hope that your excellency, in behalf of your excellency's Government, will give me such assurances as will dispel and reject far away from my mind any suspicion which may have arisen out of the omission to which I have the honor to call the attention of your excellency."

The reply of the secretary, May 12, 1888, was not satisfactory. While he did not repudiate the agreement or propose to reopen any discussion of its merits, he did indicate the desire to postpone its execution and to make its actual payment dependent upon other cases with which it had no possible connection. Immediately after this reply, Mr. Moret was transferred to another position in the Spanish cabinet, and was succeeded by the Marquis de la Vega de Armijo.

To the new secretary Mr. Curry addressed a communication, June 30, 1888, containing a summary history of the case, which I commend to your careful consideration. I quote its conclusion:

I have taken the liberty of making the above summary in order that your excellency may observe how important, from an international point of view, is the position occupied by this subject. By the distinct proposition of the Spanish Government to pay \$1,500,000 in full discharge of the claim and by the distinct acceptance of this proposition on the part of the United States, the Mora case was raised from the debatable and negotiable ground it had previously occupied to the height of an international compact binding upon both governments. For the early and final disposal of the question, the Government of the United States, therefore, relies with confidence upon the justly celebrated promptness and punctiliousness with which the Spanish Government fulfills its engagements, and awaits with interest any information which your excellency will transmit through me as to the methods and details of payment.

You will, I am sure, have noticed that during the whole of this long and sometimes irritating controversy from the order of restoration of Señor Collantes to the last communication of Señor Moret, the discus-

sion had been conducted with marked good temper and courtesy. While unnecessary and inexplicable delay has sometimes tried the patience of the United States Government, it has never suspected that there was any dangerous reserve in the purpose of Spain, or that there was any but the most honorable anxiety on the part of the Spanish Government to make just reparation for the great wrong to an American citizen, which it so frankly admitted. You may judge then of the surprise of the President when he read in the reply of the Marquis de la Vega de Armijo to Mr. Curry, of August 7, 1888, these words: "You, with your good judgment, will not fail to understand the impossibility of contending with success against the opinion of Parliament and the country, when they both see that while Spain has duly paid all claims presented by the United States, the day never comes when the claims which have for so many years been presented in their turn by Her Majesty's Government are attended to and paid. Hence, there results an inequality which has no place in the rectitude and impartiality of the men who succeed each other in the Government of the Union. The Cortes of the Kingdom, I am convinced, will not fail to vote the necessary appropriation for the payment of the Mora claim, if they understand that this payment coincides with the payment of the Spanish claims to be effected by the American Government."

Mr. Belmont, who succeeded Mr. Curry, was instructed to submit to the Marquis de Armijo the views of this Government in reply to this extraordinary communication, and on the 16th of February, 1889, he thus informed the Department of the result of this interview:

The minister replied that his Government was entirely powerless as concerned the payment of the claim, without the approbation of the Cortes. The unfavorable and unfriendly attitude of the house of delegates had forced his predecessor, Señor Moret, to withdraw from the position which he had taken in the notes agreeing to pay the claim and fixing a sum to be provided for in the Cuban budget, and had obliged the Government to fall back upon the assurance that no separate or prior provision was to be asked for the Mora claim, but that the amount necessary for its payment was only to be requested as one of the details of a plan of general settlement of all claims pending between the two governments.

In a speech delivered by the Spanish secretary of state in January last (1889) in explanation to the Cortes of his position, he said, referring to the former negotiations:

It is not possible for any government to refuse entirely to a foreign nation what had previously been offered to her under the signature of an official having full authority to conduct the foreign relations of the country. * * * What can be done is to endeavor to give them a new aspect (*una nueva faz*), and I hope and trust to get out of this business without needing to come to Parliament and ask it for resources.

If the reply of the Marquis de Armijo to Mr. Belmont is to be interpreted in connection with this language, if what the Spanish secretary of state means is that while he recognizes the validity and finality of the settlement of 1886, he wishes by further negotiation to induce the United States to postpone its demand for actual payment, you will consider it your duty to close the discussion. You will say that while the President of the United States is compelled to express his grave dissatisfaction with any prolongation of what he can not but consider an exhausted discussion, he has given due consideration to the proposition and that it can not be accepted. You are further instructed to say that, in the judgment of the President, the Mora case has no connection with or relevancy to any other pending claims; that it has been admitted fully and unequivocally by the Spanish Government; that by the most formal and sacred of international compacts the faith and honor of the Spanish Government have been directly pledged to its

actual payment at a particular time, in a declared manner, and in a specified amount; that in order to secure that payment the Government of the United States has consented to a large reduction of the indemnity which it considered justly due to one of its citizens; that long delays, which have borne with distressing hardship upon the aged claimant, have been submitted to, if not with acquiescence, at least with patient faith in the honor of Spain, and that the time has come when the President expects with all confidence from the Government of Spain the fulfillment of its deliberately assumed obligations.

You will add that any arrangement which, securing the actual payment of this indemnity, is most convenient to the Spanish Government and its methods will be cheerfully accepted.

You will add further that while the Government of the United States does not consider it consistent with its old and genuine friendship with Spain to reply, in the same censorious and unfriendly spirit, to the complaint of the Marquis de Armijo that we have failed to meet the claims of Spain with just consideration, you are specially instructed to say that the Government of the United States is not aware of any claim or representation of Spain that has not received prompt and respectful consideration. And while there may be differences of opinion between the two governments the United States is ready and will be glad to consider any arrangement for the examination and settlement of any and all claims which the Spanish Government is prepared to submit to its attention. But the President is unwilling to allow the execution of the absolute settlement of the Mora case to be made dependent upon the further settlement of other claims, however strong, which are still the subject of diplomatic discussion between the two governments and which have never approached final adjudication. The President, moreover, expresses his surprise that the Spanish Government should claim to retain in its hands the millions which it admits were violently and unlawfully seized from an American citizen, to hold the sum in reprisal for other claims which may be rejected, or as a means of compelling this Government to a speedier administration of that justice which its own self-respect has never permitted it to delay or to refuse.

The conduct of this discussion may be safely trusted to your own tact and ability. You will place these views of the President before the Spanish secretary of state with the temperate firmness of language which is the best expression of honest conviction, and the President desires that you will be especially careful not to say anything which could give any possible appearance of intentional discourtesy, much less of threat, towards the Spanish Government.

I will not anticipate in this instruction the possibility of a final denial of justice by the Spanish Government. But if, unfortunately, the language which I have quoted from Marquis de Armijo's reply to Mr. Belmont is intended as a distinct refusal on the part of Spain to redeem her pledges; if it is, as it must then be considered, a positive repudiation of the absolute settlement of the Mora case in 1886, you will express the grave regret and disappointment of the President at such conclusion. You will communicate immediately this unfortunate result, and you will decline any further discussion of the subject until you shall have received the explicit instructions of your Government.

You will read this dispatch to the secretary of state, and if he desires, will leave with him a copy.

I am, etc.,

JAMES G. BLAINE.

Mr. Wharton to Mr. Palmer.

[Telegram.]

DEPARTMENT OF STATE,
Washington, July 30, 1889.

Have you no information as to Mora case for us?

WHARTON.

Mr. Palmer to Mr. Blaine.

No. 17.]

LEGATION OF THE UNITED STATES,
Madrid, July 31, 1889. (Received August 16.)

SIR: In acknowledgment of the Department's No. 3 of May 30, last, giving full details of the present status of the Mora case and instructing me to leave a copy with the minister of state, I have the honor to report that an earlier reply has not been sent because since my assumption of the charge of the legation, on June 17, I have devoted myself to examining the full correspondence on file in the legation in reference to the subject and to acquainting myself with the situation of men and things at this court, so that I might act understandingly, not only as to the merits of the case, but also as to methods which would most likely insure success. In other words, I desired to *orient* myself.

The impression which I have received from an examination of the record of the case is that the Government is entirely dependent upon the Cortes for the means of meeting the obligation which it has contracted. If the property of Mr. Mora were in existence and withheld from its owner by an executive order, an executive order could release and return it, but as the property has disappeared and must be replaced by money, I can find no ability in the Government to raise the money without an authorization or appropriation from the Cortes.

It is unnecessary for me to call the attention of the Department to the attitude of watchful hostility which has been adopted toward the claim by the Cortes which has just closed its session. In the debate of February, 1888, the Government secured its majority of 170 to 47 against the motion of censure of Señor Lastres by the explicit declarations of Señor Moret that a separate appropriation would not be asked in behalf of the Mora claim, unless some provision were at the same time made for the payment of Spanish claims against the United States, and in the debate of January, 1889, the withdrawal of another resolution was effected by an assurance to the same effect, given by the Marquis de la Vega de Armijo.

In my No. 15, of 29th instant, I have attempted to give some account of the course of events which resulted in the abnormal political situation, and of the success of the factions of the opposition in defeating every effort on the part of the Government to proceed, not only to the discussion of most important legislation, but even of the budgets for the new fiscal year. As the Government was also daily expected to suspend the sessions, I could see no advantage in an immediate presentation of the question to the minister of state, and I concluded that it would be better to defer it until the autumn, when the political atmosphere shall have cleared up, or when there may be a new government or a new Cortes, or both.

I arrived at this decision with some delicacy, but believing the time of the delivery of the instruction was to some extent left to my discretion and that the Department will realize that if the instruction had been presented by the Government to the house of deputies in addition to the other correspondence which is before it, or if the appropriation had been asked for, the whole question which in calmer moments has excited such bitterness, would in the present heated temper of the house have been seized with delight by the opposition as another weapon of arraignment of the Government, not only for the purpose of effecting the rejection of the appropriation, but even of endangering the existence of the present liberal administration.

In the mean time, as the instruction of the Department in general terms expresses the entire willingness of the Government of the United States to enter upon the consideration of the Spanish claims, it would undoubtedly be of service to me in the negotiation if the Department would inform me as to its reply to the proposition of the Marquis de la Vega de Armijo, reported to the Department in the legation's No. 362, of October 22, 1888, recommending that the claims of Spain be examined by a representative of the State Department in conjunction with the Spanish minister at Washington.

I have, etc.,

T. W. PALMER.

Mr. Palmer to Mr. Blaine.

[Unofficial.]

LEGATION OF THE UNITED STATES,
Madrid, July 31, 1889. (Received August 16.)

MY DEAR SIR: In characterizing this communication as above (unofficial), I am impelled thereto by a sense of delicacy in appearing to criticise even remotely or by indirection the able instruction forwarded me of date May 20, and I, therefore, by such characterization leave it to your discretion whether it shall appear upon the files of the Department of State or not.

When I talked with Mr. Trescot he left me under the impression, and I think stated in express terms, that I was to communicate verbally to the Spanish minister of state the substance of the conversations I had with you, and afterwards with him, on the subject.

The instruction apparently leaves me no alternative but "to read the despatch to the Secretary of State and, if he desires, to leave with him a copy."

Under the circumstances, believing that nothing could be accomplished by affirmative action on my part during the then pending session of the Cortes, where all business had been blocked for the past two months and a half by the obstructive tactics of the opposition, and becoming daily more conversant with the case and better acquainted with the spirit of the people with whom we had to deal, I concluded that the safest course would be for me to ask for further instructions in the matter.

I, therefore, at the risk of being considered superserviceable in the premises, beg leave to submit the following views, deprecating any inference to be drawn therefrom save the entertainment by me of a sincere desire to promote the interests in hand without imperiling the dignity of my country and the Department of which you are the head.

In my despatch No. 17 of this date, I have reported officially to the Department my reasons for deferring the delivery to the minister of state of the Department's instructions No. 3 of May 20, 1889, in reference to the Mora claim. Inasmuch as all the correspondence up to date is before the Cortes, which has regularly called for all the documents in the case, the leaving of a copy with the minister of state virtually amounts to bringing it before the House of Deputies. As there is so much hostility displayed by that body to the claim, I have thought that the instruction, if presented, should have as few points as possible open to attack. In its present form there appears to me to be several statements in it which are not entirely borne out by the record, and I have, therefore, thought it advisable to call your attention to them with a view to securing their alteration or suppression, should such suggestions meet your approbation.

In the first place the statement of facts contained in the first twenty pages of the instruction are admitted by the present minister of state as well as by his predecessor. Neither in the note of Señor Moret of 12th April, 1888, as is indeed admitted in page 27 of the instruction, nor in the notes of the Marquis de la Vega de Armijo of August 7 and October 15 of the same year, is any attempt made to deny that there has been a promise on the part of the Government to pay the claim or, as far as the administration is concerned, to repudiate the engagement resulting from that promise. The purport of those notes was not to avoid the obligation, but to secure some means which in the opinion of the writers would enable the Government to go before the Cortes and secure the appropriation necessary for the execution of that obligation.

On pages 23 and 24 of the instruction is the following:

It was impossible for this Government to anticipate that there could or would be any further discussion of this transaction. It would have been indecorous and offensive to the proverbial good faith of Spain for this Government to have permitted a suspicion that the just and liberal Government which made this compact would ever desire to repudiate it, or that the strong and wise administration which negotiated it would have failed to give it effective support in the Cortes. Especially is this difficult to understand in face of the fact that when, in February, 1888, Señor Lastres, a member of the Spanish Cortes, introduced a resolution repudiating the agreement between Señor Moret and Mr. Curry for the settlement of the Mora claim, and directing the Government not to pay anything on this account, the resolution was defeated by a vote of 170 against 47. Why should the Cortes, which refused to censure the settlement, be willing to defeat its execution?

In the above statement it is reasoned that if the Government could defeat a resolution of censure by such a large majority, the Government ought to have been able to secure the appropriation. To show that this reasoning is erroneous I will quote from Mr. Curry's No. 310, of April 2, 1888, in which, after giving a summary of the debate, he says:

The debate occupied the whole of one day, February 23, and continued on the next day, February 24, when, in addition to the speakers above mentioned, and several others belonging to the opposition, Señor Villanueva and Gen. Pando, Cuban deputies on the Government side of the house, both opposed its payment. The most important speech was made by Señor Romero Robledo, the leader of the party called the Reformistas, who had on several previous occasions shown his opposition to the claim. While he expressed himself as unwilling to pass anything that was equivalent to a vote of censure upon the minister of state, he desired to avoid the unjust payment of 37,000,000 reals. Could any formula be found for avoiding this? This is left to the discretion of the Government and the majority. Whatever this formula was, if it could be found, it would have his vote in its defense.

"Will the minister of state or the Government," continued the speaker "give to the country and its representatives the consoling hope that the payment will not be made, or, to put it better, that the appropriation will not be asked of the Cortes until the condition of reciprocity is realized and executed? If the Government agrees

to this, not only will I decline to vote for the resolution but will forbear troubling the Government about it until the question of the appropriation is presented to the Cortes in the shape of a bill in reference to this most serious matter."

The minister of state, who, on the previous day and up to this time had defended his position with singular ability and force, seemed at this time to weaken in the face of the general attacks upon him, and to fear an adverse vote on the resolution, which would be equivalent to a vote of censure against him personally. Only on such grounds is explicable his taking advantage of the offer of Señor Romero Robledo and making the following statements in his closing speech:

"I have always sustained and I repeat that the negotiation referring to the North American claims, and in this I am entirely of the opinion of Señor Romero Robledo, is a negotiation which is not terminated."

And again Señor Romero Robledo has had the goodness to put a question to me which I am going to answer categorically.

"This question is whether the Government will engage itself not to bring here the question of the North American indemnities without uniting to them the principle of reciprocity. I have no authority for any thing else than for this. When I obtained the complete authority granted me by my companions to pursue this negotiation, I founded it on this principle." These declarations were received with great applause and accepted as satisfactory by leaders of different sections of the house. The result was that the resolution was defeated by 170 votes to 47.

It is unnecessary to state that the concession made by Señor Moret is directly opposed to his explicit promise to pay the Mora claim. This promise was made before the question of the Spanish claims was even suggested, and as soon as an official report of the debate was published a prompt protest was made against the above statements, as will be seen by the inclosed copy of my note of March 5 last.

In Mr. Belmont's No. 4, of February 16 last, quoted on page 32 of the instruction, is the following:

The minister replied that his Government was entirely powerless, as concerned the payment of the claim, without the approbation of the Cortes. The unfavorable and unfriendly attitude of the House of Deputies had forced his predecessor, Señor Moret, to withdraw from the position which he had taken in the notes agreeing to pay the claim and fixing a sum to be provided for in the Cuban budget, and had obliged the Government to fall back upon the assurance that no separate or prior provision was to be asked for the Mora claim, but that the amount necessary for its payment was only to be requested as one of the details of a plan of general settlement of all claims pending between the two Governments.

It will, therefore, be seen that the majority of 170 to 47 obtained by the Government in the vote on the Lastres resolution, instead of being indicative of a favorable attitude on the part of the Cortes was only obtained by an express pledge on the part of the Government that no appropriation would be asked for of the House for the payment of the Mora claim, unless accompanied by some arrangement of the claims of Spain against the United States.

I again beg to quote from page 20 of the instruction:

This indemnity is to all intents and purposes the property, and the same power which could have delivered the property can pay the money, for the money is only the representative of the property, which the Spanish Government actually held and from which it received profits far in excess of the amount offered; and the immediate payment of the amount is as absolutely obligatory upon the Spanish Government as the delivery of the property.

While the money does represent the property, it must be admitted that the Government does not bear the same relation toward the money as it would bear toward the property. If the property were now in existence and under an embargo by an executive order, a mere order of the Government could restore it. The property, however, no longer exists, and the only method of obtaining the \$1,500,000 is by an appropriation from the Cortes, nor has the Government any authority to raise a loan for any purpose, unless it is approved by law. This is clear from article 86 of the Constitution of 1876, which is now in force and which reads as follows:

"The Government must receive authority by law in order to dispose of property of the State, or to raise money by loan on the credit of the nation. (El Gobierno ne-

cesita estar autorizado por una ley para disponer de las propiedades del Estado y tomar caudales a prestamo sobre el crédito de la Nacion. Article 86, Constitution of 1876.)

The Government is, therefore, absolutely dependent upon the Cortes in the case of the money, while in the case of the property sequestered by an executive order it would be independent.

On page 7 of the instruction I find:

The reports and records of the Spanish courts and officers proved that the Royal Treasury at Madrid had in the meantime received from the illegally confiscated property of Mr. Mora not less than \$2,000,000.

And on page 38:

The President moreover expresses his surprise that the Spanish Government should claim to retain in its hands the millions which it admits were violently and unlawfully seized from an American citizen.

On page 117 of the record of the Mora case No. 48, before the Claims Commission, in the report of Carlos Laurent, notary public, dated Havana, March 30, 1876, made upon examination of the papers in the case of bankruptcy of Don José Maria Mora and Don Antonio Maximo Mora, is the following:

Third. That as stated by the *sindicos* or trustees at page 1635, said trustees received, from the date in which they took possession of the estates up to the 1st of September ultimo, \$2,055,662.82, and that, according to posterior accounts, they also received between the said date and the 31st of December ultimo, \$140,074.49; so that the whole amount received by said *sindicos* up to December 31st ultimo is \$2,195,737.31.

Fourth. That Don Rufino Sainz and Don Pablo Aranguren are the *sindicos*, assignees, or trustees, and that they were elected such by the creditors at a special meeting for the purpose.

Fifth. That said *sindicos* have given no bonds or securities of any kind which were not asked for by the creditors.

According to the record, therefore, the above amount seems to have been absorbed or embezzled by the representatives of Mr. Mora's creditors and it can scarcely be said that it has entered into the public treasury in Madrid. Although the Spanish Government is responsible for the waste or dissipation of said estate consequent upon the act of sequestration, it does not appear that any of the proceeds of said estate ever found its way into the Spanish treasury, or even into the hands of the agents of the Government.

Finally, on pages 37 and 38 of the instruction, it is stated:

* * * You are specially instructed to say that the Government of the United States is not aware of any claim or representation of Spain that has not received prompt and respectful consideration. And while there may be differences of opinion between the two Governments, the United States is ready and will be glad to consider any arrangement for the examination and settlement of any and all claims which the Spanish Government is prepared to submit to its attention.

In his note of October 15, 1888, which was sent to the Department of State in the legation's No. 362 of October 22, 1888, a proposition was made by the Spanish minister of state that the Department appoint some one to meet the Spanish minister at Washington for the purpose of making an examination and reporting upon the claims of Spain against the United States. This was a counter proposition to the proposal for a commission made by the previous administration, which seems to have appreciated to a certain extent, as will be seen from Bayard's No. 4, December 18, 1888, the difficulties of the Spanish Government in dealing with the Cortes on the question of the Mora appropriation, and to have begun negotiations looking towards making

some provision for the settlement of the Spanish claims. In his No. 4, February 16, 1889, Mr. Belmont says:

In accordance with your instructions, I then suggested that in the hope of aiding the Spanish Government in arriving at a satisfactory solution and of placing it in a more favorable position for securing the necessary appropriation the Government of the United States might be willing to make some agreement looking to the submission to arbitration of the claim of Maza and Larrache, which was the principal claim urged by Spain against the United States.

The minister stated in answer to this proposal that it was manifest from the terms of the interpellation and debate on the Mora claim that there had been no diminution in the hostile temper of the House of Deputies on this question. In view of the declarations which the Government has been compelled to make to the House, the only method of presenting the Mora claim to that body with the hope of securing the necessary appropriation was to present it with a plan of general settlement. It was, therefore, impossible to select special cases on either side, such as the Mora case on one side and the Maza-Larrache claim on the other. The difficulties under which the Spanish Government labored had been made known to the Government of the United States, which responded by submitting the draft of a convention for a new commission.

This proposition the Marquis de la Vega de Armijo had found pending on his entrance into the ministry of foreign affairs, and in his note of October 15 last (transmitted to the Department in Mr. Strobel's No. 362, of October 22) he had given his reasons for regarding the suggestion as impracticable. He had submitted, however, in the same note, a counter proposition of what he believed to be a simple and prompt method of settlement, namely, an examination and report by the Spanish minister at Washington, and some commissioner appointed by the Department of State, subject to the approval of the two Governments, to be taken as a basis for the payment of the claims of Spain against the United States; this being done on the same principle as the report of Messrs. Strobel and Figuera, which was to be used as the basis of the payments of the claims of the United States against Spain, in addition to the Mora indemnity. This correspondence had been submitted to the House of Deputies, which was fully aware that the negotiations no longer involved the settlement of any special claim, but of all the claims. He was met, therefore, at the outset by an unavoidable difficulty which prevented the consideration of any special claim on either side, nor did he believe that the negotiation could proceed until he had received the answer to his proposition or until some other method of general settlement had been discovered.

Not having received any instructions in reference to the minister's proposition contained in his note of October 15, 1888, which he evidently makes a preliminary to further negotiations, I closed the interview and hasten to communicate its details.

It would, therefore, be an advantage if in the place of the general assurances contained in the instruction of the willingness of the Government of the United States to consider any arrangement for the examination and settlement of the Spanish claims, there might be substituted some definite reply to the proposition of the Marquis de la Vega de Armijo which has been now pending for about a year.

I have made the foregoing suggestions thinking that the points therein adduced had, through inadvertence, not been brought to your notice, and that the presentation of the instruction of May 20 in its present form would retard rather than expedite the result desired, viz, the payment of the claim.

Again, with a people of the peculiar temper of the Spanish nation, the presentation of the instruction, connected as it is with the subject of Cuban relations, on which their sensibilities are extreme, may be followed by grave complications, in which case it would be highly desirable that our position should be unassailable and our deductions incontrovertible.

Should my views meet with your approval, an amended instruction will be desirable for presentation; if not, I will present the instruction as it is on receiving from you an intimation of your wishes in the premises.

Yours, very respectfully,

T. W. PALMER.

Mr. Palmer to Mr. Blaine.

[Telegram.]

LEGATION OF THE UNITED STATES,
Madrid, August 1, 1889.

Instruction in Mora case not yet presented. Have written the Department of State asking further instructions.

PALMER.

Mr. Palmer to Mr. Wharton.

[Telegram.]

LEGATION OF THE UNITED STATES,
Madrid, August 10, 1889.

Letter addressed Blaine, the Department of State, and marked unofficial, mailed August 3, should be read in connection with the note numbered 17 of official note stating I had not put in Mora instruction.

PALMER.

Mr. Trescott to Mr. Blaine.

WASHINGTON, August —, 1889.

(Filed under August 31, 1889).

DEAR SIR: As counsel for the claimant, I have been kindly permitted to read the last two dispatches of Mr. Palmer, the United States minister at Madrid, in reference to the Mora claim.

I ask leave to lay before you, respectfully, the impressions made upon those largely and directly interested by these communications.

Of these dispatches, one, No. 17, July 31, 1889, is official, and the other, of same date, which is a fuller and more elaborate consideration of the case as presented by the instruction of the Department, No. 3, May 30, 1889, is marked "unofficial."

There is also this difference between them: The first, the official dispatch, is an information to the Secretary of action which the minister has deemed it judicious to take. The second is the expression of certain opinions of the minister submitted to the Secretary as ground for a desired modification of his original instruction.

As to the first, we recognize, without question, the right of the minister to exercise his discretion, subject to the approval or disapproval of the Secretary of State. We further recognize that this question is entirely within the judgment of the Secretary, for when the Government assumed the representation of the claim, it did so with the acknowledged consequence that the extent of its action and the manner and methods of its procedure were within the absolute control of the Department of State.

Nor do we propose to criticise this exercise of the minister's discretion. We can readily understand that being on the spot and familiar with the political exigencies which must more or less control diplomatic action, he may have found, in circumstances not as well known at home, reasons to consider the literal obedience to his instructions inopportune and calculated rather to hinder than help the very interests which it

was his duty to protect. How far his instructions were absolute is to be determined by the Secretary of State upon the statement of facts made to him.

But we venture to suggest that under the circumstances the promptest information should have been given to the Department of the conditions which seemed to impose delay in the execution of the instructions.

We also feel warranted in asking your attention to the fact that your original instruction was in reply and was the only reply of this Government to the decision of the Spanish secretary for foreign affairs communicated as far back as February 4, 1889, by Mr. Belmont, at that date United States minister to Spain. The long time which has elapsed since this communication had been received, owing to the change of administration and ministers, made it very important that the dissatisfaction of the United States Government should at the earliest moment possible be made known to the Spanish Government.

Recognizing, therefore, that the discretion of the minister in delaying the reading of his instructions might have been judicious, we can not help thinking that the interests of the case and the position of the Government would not have been embarrassed if the minister had called upon the secretary of foreign affairs and said: That the Mora case was in such a condition that the United States Government felt its early settlement to be a matter of grave importance to the unbroken friendly relations of the two countries; that he had been specially instructed to ask the most earnest and prompt attention of the Spanish Government to the subject; that in the present excited condition of political feeling in the Cortes he was unwilling to do anything which might embarrass the ministry or endanger the case itself by inopportune insistence, but that he must express the hope that between the suspension of the Cortes and its reassembly in October the secretary would be prepared to take up the matter with a view to its final settlement.

That, it seems to us, would have been notice to the Government that there was no acquiescence in the decision which Señor Armijo had announced to Mr. Belmont, and that the subject would have to be most seriously considered.

The minister may have had such an interview, but he does not say so.

But it is not so much the action of the minister in withholding the immediate presentation of his instruction as the views which he takes of the case itself in his unofficial communication that causes our apprehension.

In this communication the minister calls attention to the following paragraph of your original instruction:

The President, moreover, expresses his surprise that the Spanish Government should claim to retain in its hands the millions which it admits were violently and unlawfully seized from an American citizen.

Mr. Palmer says that this is not true, and submits certain facts and reasonings in support of his opinion. I will not follow the details of his argument, but content myself with what I consider absolute refutation.

Mr. Moret, the Spanish minister of foreign affairs, and the negotiator of the settlement, on 28th of January, 1888, said, in reply to Señor Lastres and Señor Romero Robledo:

I shall now enter into certain details with which I am sorry to trouble your attention, but I will try to be as concise as I can possibly be. I can not omit speaking about them because the assertion made by Señor Romero Robledo in regard to them, clear and explicit as they are, are nevertheless founded on a capital error. * * *

The principal argument in regard to this claim (Mora's) apart from its importance rests upon the fact clearly and precisely stated by the honorable gentleman that the Government has received nothing and has nothing to return. Would to God that this were true. Unfortunately, not one of these assertions is correct. * * * The two Syndics, two Spaniards who had nothing to do with Mora or with the United States, addressed in March, 1876, officially to the governor-general of Cuba a petition saying as follows: "The estates intrusted to our care are going to ruin; we have had to contract debts to keep them in working order; the expenses to run them are considerable; this year it will be impossible for us to do any work on two of the plantations, and the sugar crops will not be gathered on the other plantations unless something out of those \$2,317,000 which have entered into the treasury, and of which we have seen nothing, and has not been used either to pay the expenses or to pay the creditors is given to us." This is clearly proved. But there is something more. The debts were \$794,000, so that these \$2,317,000 would have been sufficient to pay the debts and pay the expenses, and the estates would have been left clear of debt.

There is abundant official proof besides Mr. Moret's declaration which can be furnished in detail if you so desire. But I rest upon this official statement of Señor Moret, and I am surprised that it did not occur to Mr. Palmer that if in reply to your original instruction the Spanish Government had taken the ground which he has suggested, he had only to produce the declaration in the Cortes of the secretary for foreign affairs, and leave to the Spanish Government the impossible task of reconciling the two.

Mr. Palmer says in his dispatch No. 17: "I can find no ability in the Government to raise the money without an authorization or appropriation from the Cortes," and in his "unofficial" letter supports this opinion by quoting the following article of the Spanish constitution, article 86, constitution, 1876:

The Government must receive authority by law in order to dispose of the property of the state (national property) or to raise money by loan on the credit of the nation.

Now we have asked no disposition of the property of the nation, nor have we suggested any loan for the payment of the Mora claim. Spain has acknowledged in the most explicit and precise terms her indebtedness to the United States in the sum of \$1,500,000 and promised to pay it in 1887. We simply ask her to do so. We have no right to suppose that a responsible government did not know what it was doing when it made this promise, and certainly we have no right to assume that the government in power can not control its legislation until it tells us so. So far Spain has not said so, and I do not believe that she will. Just so long as we permit procrastination she will use it. But whenever a ministry in power admits the debt and the promise to pay, but pleads the refusal of the Cortes, that will be a new issue with which the United States has dealt before.

When Señor Moret offered the pecuniary indemnity of \$1,500,000 he said it would be charged upon the Cuban budget "unless some other more expeditious means of immediate payment was found," June 30, 1886.

And we can furnish many instances in which the Spanish Government has paid awards and recognized indebtedness without making such payment an item in any budget or asking for special appropriation.

Indeed, Señor Moret recognized this when he said, in his speech of January 28, 1888, that he had tried, by making the charge on the budget, to avoid what the Government had been forced to do in the case of the *Virginius* and during the Cuban war—pay right away without the action of Parliament.

Referring to the resolution of censure, the vote thereupon in the Cortes, and the inference drawn from it in your instruction, Mr. Palmer says:

It will therefore be seen that the majority of 170 to 47 obtained by the Government in the vote on the Lastres resolution, instead of being indicative of a favorable attitude on the part of the Cortes, was only obtained by an express pledge on the part of the Government that no appropriation would be asked for of the house for the payment of the Mora claim, unless accompanied by some agreement of the claims of Spain against the United States.

The resolution offered by Señor Lastres was as follows:

The undersigned delegates, without waiving the right to occupy the attention of the Chamber on this subject when the Cuban budget is discussed, request Congress to be pleased to declare that in the negotiation concluded (ultimata) by the minister of state in the case of Antonio Maximo Mora, the said minister has set aside the decision of the umpire and violated the agreement of February 12, 1871; for if the action of said minister prevails, the treasury of Cuba would lose \$1,500,000 and a bad precedent would be established for other analogous claims.

Whatever may have been the exigencies of the debate, the result was according, to the official report, that the reformists, headed by Romero Robledo, did not vote. The Republicans did not vote and the ministers, at the request of Moret, did not vote, and, "en la majorio no nuba alteracion visible," the ministerial majority was unanimous, from which I submit that the inference is conclusive.

As to what M. Moret may have felt obliged to say, Mr. Palmer himself says that the Spanish Government has never denied "that there has been a promise on the part of the Government to pay the claim or, as far as the administration is concerned, to repudiate the engagement resulting from that promise. The purport of those notes was not to avoid the obligation, but to secure some means which in the opinion of the writers would enable the Government to go before the Cortes and secure the appropriation necessary for the execution of that obligation."

If, therefore, Señor Moret, as Mr. Palmer considers, did pledge himself not to ask for "the appropriation necessary for the execution of that obligation," unless the United States would agree to a condition which never entered into the original agreement, then he has violated his promise to the United States and has placed himself in an inconsistent and not very creditable position, which I think Mr. Palmer might very well leave him to explain himself.

I have called your attention to these points because I think that it is due to the claimants that you should feel assured of the carefulness, conscientiousness, and accuracy with which they made their statements when the case was submitted to the consideration of the Department.

None of them affect the direct issue in the case. That is perfectly simple. The claim for something over \$4,000,000, resting upon the official returns of the Cuban officials, was in principle admitted by the Spanish Government and the most solemn pledges made for the immediate restoration of Mora's property. For more than twelve years these pledges were unredeemed. At last, in 1886, the Spanish Government, explicitly recognizing its obligations, offered to the United States that as the estates could not be returned, it would pay to the claimants the sum of \$1,500,000 in exchange for a receipt in full of all claim upon the estates and compensation for losses and damages. This proposition was accepted. This compromise was offered after the Spanish Government had full time to examine the case thoroughly and had so examined and determined for itself what it would be advantageous to offer, Señor Moret himself declaring to the Cortes that it was a settlement most favorable to Spain.

As far as the claimants are concerned the case now starts from that point. Neither party to the compromise can go behind it. Whether the Government received or did not receive certain moneys from the

estate, whether any questions of bankruptcy could intervene between the responsibility of the Government and the claims, have all been deliberately considered by the Spanish Government, and there is no question to-day between the parties. Spain acknowledges a debt of \$1,500,000, and promises to pay it. The United States and the claimants are ready to give the proper receipts. There is no room or occasion for further discussion.

As to the estates, they are certainly in existence, and they are just as certainly the property of Spain or Spain has sold them. But with this the claimants have no concern; they have accepted Spain's offer in full. The only question is whether Spain will fulfill her pledges. Will she pay the money? If she refuses, then the compromise she offered is broken. And the claimants, in possession of her formal recognition of the debt—the official accounts justifying the estimate of \$4,000,000—the admission by the secretary of foreign affairs of the receipt into the treasury of \$2,317,000—have the right to insist upon their original claim.

If Spain admits the debt and asks only time, any reasonable time and method of payment will be accepted. As to difficulties with her own Cortes, the Government of the United States can not officially consider them. No Government holding a ministerial majority in the Cortes can afford to make or will make such declaration. We honestly believe that all such pretense is simply procrastination which will be continued as long as it is endured. If it is a real difficulty and not a mere party embarrassment which time and decision will cure, then let the Spanish Government say so distinctly and take all the discredit which such a declaration will carry with it before the world. But we do not believe that, with firmness and the ability which our minister unquestionably possesses, any such issue will come if the real point of the case is placed distinctly and resolutely before the Spanish Government.

And we most earnestly entreat that Mr. Palmer be fully and clearly instructed, as we think he has been, that payment in the Mora case can not be made dependent upon the settlement of any other questions or cases under the consideration of the two governments.

The compromise of \$1,500,000 which was offered by Spain and accepted by the United States was made and accepted without the slightest reference or relation to any other cases. It was a negotiation and a settlement complete in itself, absolutely free from all other connection, and it would be a violation of all diplomatic custom or national faith to attempt now to force upon it conditions which did not then exist.

We do not wish to interpose the slightest difficulty to the settlement of any cases which the two governments may desire to settle. But this case has no connection in time or character with them, and it will not escape your attention that the conduct of the Spanish Government in this claim, so patiently argued, so long discussed, and so frankly admitted, is but a poor guarantee of either promptness or justice in those cases upon which Spain desires to make it dependent.

We will be prepared to submit to you any detailed information which, in your opinion, the consideration of this memorandum may require, whenever it suits your convenience, and hope that you will pardon the expression of our earnest conviction that it is most important to the interests of the case that Mr. Palmer should be in possession of the instructions of the Department by the time of the reassembly of the Cortes in October of this year.

Respectfully,

WM. HENRY TRESCOTT,
Of Counsel.

P. S.—On March 28, 1877, Mr. Cushing received from the Spanish Government £102,575—half of the amount thus far awarded by the United States and Spanish Commission of Arbitration.

Being tired of delay he went directly to the premier, Señor Canovas del Castillo, instead of the secretary of foreign affairs, and with him arranged the payment, half cash, half in six months. The arrangement was made March 5, 1877; the first payment, March 23. No loan was made nor anything charged to any budget.

The second installment was paid to Mr. Lowell October 8, 1877. (See Foreign Relations of the United States, 1877, pages 500–503, pages 523–528.)

The award paid to Mr. Felix Pinto in 1885 was paid without any loan or charge on the budget.

The Spanish Government decided to pay, June 29, 1885, \$31,603 to Mr. Givin. The money was given to Mr. Foster, United States minister, October 31, 1885. The \$51,674 awarded June 27, 1885, to the owners of the *Masonic* to be paid in Washington within six months, without charge to the budget or loan.

We are informed that it is a common custom for the banks in Havana to discount the drafts of the Government upon the treasury of Havana and the custom-houses when money is wanted. And that there is no case on record of such draft being protested.

Messrs. Shipman, Trescot, Rodriguez, and Page to Mr. Blaine.

WASHINGTON, D. C., July 3, 1890.

SIR: Thanking you for the courtesy shown to us in our last interview in regard to the case of Mr. Antonio Maximo Mora, of New York, against the Government of Spain, we beg leave to submit to your consideration a few points which, in our judgment, will not only complete what was stated to you in refutation of the remarks made by Mr. Palmer against the instructions given him on this subject, but place beyond the possibility of a doubt the gross injustice which the Spanish Government has perpetrated upon Mr. Mora, by making him and his claim an instrument of coercion against the Government of the United States to force the latter to pay Spain what she alleges to be due to her.

We would state in the first place, in addition to the refutation, above mentioned, of Mr. Palmer's remarks, that the compromise suggested by Spain on November 29, and accepted by the United States December 7, 1886, was not the work of the Spanish department of state, or of the Spanish secretary of state, Mr. Moret. It was the work of the council of ministers, presided over by Mr. Sagasta, not in a figurative style and through a rhetorical expression, but as a matter of fact. So it appears from the letters of Mr. Moret to Mr. Curry of June 30 and November 29, 1886. So it appears from the Official Gaceta, and from all other daily papers of Madrid, which report, day by day, the transactions of the council of ministers, which is not simply a meeting of secretaries, but a body with its secretary, its records and its archives, with power to direct each minister to do what the majority decides.

The substitution of Mr. Moret by Marquis de la Vega de Armijo did not change the identity of the Sagasta cabinet and of its individual responsibility.

Señor Sagasta, the head of the Spanish Government, is now, and

always was, much more bound by that compromise than ever was Mr. Moret himself. The council over which he still presides decided by unanimous vote, first, that an amount of money should be offered your Department and Mr. Mora, as it was impossible to return his estates; and subsequently (five months afterwards), upon the acceptance of that proposition, that the said sum should be \$1,500,000, to be paid out of the Cuban budget of 1887-'88. In this transaction Mr. Moret was no more than the organ to communicate to the United States the resolutions passed by the council; as the secretary of the colonies was no more, in his turn, than the organ of the same council to put that item, as he did, in the budget.

We maintain that, as long as Mr. Sagasta remains at the head of the Spanish Government and continues to be the president of the council of ministers, the argument that Señor Moret lost his place because of the Mora compromise is gratuitous and out of place. Mr. Sagasta is always to be held responsible for the action of the Government over which he presides. If Marquis de la Vega de Armijo has any power to *change the face* (as he said) of an obligation contracted by his predecessor, Mr. Moret, he certainly can not claim any authority to touch an agreement entered into after long and mature consideration by the same council of ministers of which he is a member.

The council of ministers instructs its members, and its members must obey its instructions or resign.

When Mr. Cushing was minister of the United States in Madrid, and wanted the first awards of the Spanish commission to be paid, and met with difficulties and delays on the part of the Spanish secretary of state and of the colonial minister, he went directly to the head of the Government, Senor Canovas del Castillo, the president of the council of ministers, and the money, amounting to about one million of dollars, was paid. This is printed in the diplomatic correspondence of those days, and the volume and the page can be given without difficulty.

If Mr. Palmer would have done as Mr. Cushing did, and had an interview with Mr. Sagasta, the latter would have found it very difficult to undo what was done under his orders and by his command, or change its face.

The second point we desire to state refers to the fact that when the agreement was made to pay Mr. Mora the \$1,500,000 now withheld, a compromise by which Spain has acknowledged in the Cortes to have been benefited at least in \$3,000,000 or \$4,000,000, apart from saving herself, as Mr. Moret said, of a political danger, no condition was suggested for the payment, except the usual one that the receipt would be in full and cover everything in relation to the claim. Nothing was said of other claims, and nothing could be said either, because Mr. Mora has nothing to do with either the other creditors of Spain or with her debtors. Mr. Mora's claim was settled individually, separately, independently; and the council of ministers declared the settlement to have been so made because the Spanish Government desired to give one proof more of its consideration towards the Government of the United States and towards Mr. Curry.

But on the 18th of May, 1887, about five months afterwards, the idea of the so-called reciprocity came to the mind of the Spanish Government, and, as the records show, it happened in this way.

After the case of Mr. Mora was settled and terminated, as above said, the Spanish Government and the United States legation in Madrid undertook to settle some other pending cases of claims against Spain,

and appointed, respectively, as commissioners to that effect, the Spanish Government one of its officers named Mr. Figueras, and the United States legation its secretary, Mr. Strobel. Both commissioners did their work, of course, *ad referendum*, and made awards to the amount of \$328,392.

It must be observed that there was no connection between this audit and the Mora case. The Mora case did not belong to any of the classes of cases which had been the subject of controversy between the two governments. From its first presentation by the Government of the United States the Government of Spain had admitted its justice. The pardon of Mr. Mora and the actual absolute order for the restoration of his estates closed absolutely all controversy. All that remained to be done was the honest execution of the order. Nor was any fresh controversy made by the Spanish Government. The Government admitted all the facts and simply proposed a compromise in its own convenience, viz, to pay \$1,500,000 in lieu of the restoration of the estates. The only question in the Mora case is: Will Spain pay to Mora the \$1,500,000 which it offered in exchange for the estates which it admits to be his and and which it unlawfully holds in the face of the pardon and the order for restitution?

The cases which the Government of Spain now wishes to interpose between the securing of the Mora case are of an entirely different character, and most of them arose *long after* the Spanish Government had acknowledged its tort in the Mora case and pledged its honor to immediate restitution.

It appears from the following dispatch of Mr. Bayard to Mr. Belmont, that this special agreement or proposed agreement required, after its being deprived of its obnoxious provisions, the approval of the Senate of the United States.

The settlement in the Mora case, which was merely to substitute the payment of a sum of money to the restitution of the estates, which had become impossible, did not, nor could it, need any kind of intervention or assent of the Senate.

Mr. Bayard's dispatch reads as follows:

DEPARTMENT OF STATE,
Washington, December 18, 1888.

SIR: * * * Referring, therefore, to the Strobel-Figueras agreement, I have to say in the first place that the Department is not prepared to give it its approval without submitting it to the Senate. The reasons for this it is unnecessary to elaborate. But before so submitting the agreement, the Department would find it necessary to remove certain obscurities of expression creating an ambiguity in the memorandum signed by Mr. Strobel and Mr. Figueras on the 3d of May, 1887.

This ambiguity is in the clause relating to the payment of the claims against the United States, which reads as follows:

"Before the termination of the conference, the secretary of the legation of the United States stated that he was authorized by his chief to declare that the Government of the Union, in just reciprocity for the conduct observed by the Government of Her Majesty the Queen Regent, was in its turn ready to proceed to the examination and settlement of the claims which Spain has pending with the United States in consequence of the cession of Florida and the war of secession."

In the Spanish text of the memorandum the words "examination and settlement" are represented by the words "examen y liquidacion," and the effect of the clause is believed to be that the United States would undertake to examine and liquidate the claims in question.

It is believed that this language is inadmissible in respect to the claims against the United States referred to in the memorandum. This Department has already shown, by the project of a convention lately submitted to the Spanish Government, its entire readiness to proceed to an adjustment and payment of the claims growing out of the war of secession. But as differences have arisen between the two governments, as in the case of Maza and Larrache, which you will find in Foreign Relations

for 1887, in regard to the principles which should control in establishing the liability of the United States, it will be necessary to find some method of reconciliation, which was not required in the case of the embargoed estates claims in which the principle of liability, being clear and unquestioned, are admitted.

These observations apply all the more strongly to the Florida claims, generally known as the "East Florida claims," in which the nonliability of the United States has always been asserted by the executive branch of this Government, which has held that the claims were settled and *res adjudicata*, and that our express treaty obligations in regard to them had been fulfilled, and that consequently it could do nothing in the matter without the concurrence of the legislative branch of the Government. For your information I inclose a memorandum on the subject, prepared in this Department.

I am unwilling that there should be any difference between the United States and Spain in respect to a clause which, in case the agreement received the approval of the President, even so far as to cause its submission to the Senate, and Spain paid the amounts against her, would at least create an honorable obligation on the part of this Government. This Department is unable to recognize *in limine*, as the clause in question seems to require, any obligation on the part of this Government to pay what are known as the East Florida claims. Nor could the President approve such a recognition so far as to submit it for the advice and consent of the Senate.

You are therefore instructed to inform the Spanish Government that the clause in question stands in the way of the submission of the Strobel-Figueras agreement to the Senate, since it is understood by this Department to be tantamount to a concession in advance by the Executive of the liability of the United States in respect to the claims referred to.

The clause thus objected to being removed, the proposition could be proceeded with and submitted to the Senate.

I am, etc.,

T. F. BAYARD.

PERRY BELMONT, Esq., etc.

Any attempt to make the settlement of the Mora case dependent upon the settlement of cases resting on entirely different principles and arising long after, is not only an absolute violation of the pledged faith of the Government of Spain, but a proceeding so irregular and so inconsistent with all the recognized principles of diplomatic negotiation as to be utterly destructive of that mutual confidence between nations which, is after all, the only security for the amicable solution of international differences.

We must repeat, therefore, that the application of this condition to the case of Mr. Mora is an intolerable act of reprisal or coercion, by means of which the Spanish Government attempts to force the United States to give its approval to Mr. Strobel's promise. So it was that the budget wherein a provision had been made to pay Mr. Mora's claim was not acted upon; that the Cortez were suspended; that no provision was made in the budget of the subsequent year; and that to-day, in 1890, Mr. Mora finds himself as far from getting his money as he was in 1886.

Mr. Mora's case was not an element of the Strobel-Figueras transaction, and can not be affected by it.

Even supposing that the claims of Spain against the United States for the cession of Florida and the war of secession are just—a supposition which, as far as the Florida claims are concerned, would imply the ignoring and overruling of the opinions of almost every Attorney-General of the United States and of many of your predecessors, and as we understand of the Senate of the United States—what has Mr. Mora to do with them?

What equity can be found in retaining Mr. Mora's money because the United States retains the money due some subjects of Spain? What kind of international comity or respect can be shown by suggesting, through alleged friendship to the United States and respect to Mr. Curry, to compromise Mr. Mora's claim for about a third of its

just amount and then withholding the payment of the money and threatening the United States with an *indefinite postponement*, as Mr. Vega de Armijo did, if the Spanish claims, nebulous, problematic, and unsettled, are not paid simultaneously?

Neither your predecessor, Mr. Bayard, nor Mr. Mora would have accepted the compromise of November 29–December 7, 1886, if such a condition had been suspected.

Marquis de la Vega de Armijo said, in his note of August 7, 1888, to Mr. Strobel—and this is another point upon which we especially request your attention—that the Mora claim should be included, although not discussed, in the general examination of the mutual claims which his department was then making. This is an important admission of the fact that Spain is finally bound to pay Mr. Mora \$1,500,000 and that this claim has ceased to be a private claim and become an international compact, as Mr. Curry stated in his excellent dispatch of June 30, 1888. Marquis de la Vega de Armijo does not pretend to again discuss the claim but only wants to deprive it of the *priority in payment*.

It is suggested respectfully that a *deprivation* of this character which practically amounts to noncompliance is a gross injustice to Mr. Mora, and also an act of disrespect to the United States.

If the agreement was made upon the basis of that priority in payment, the *deprivation* by Spain alone of that priority can not be tolerated by the Government of the United States.

The Congress of the United States has not hesitated in the recent case of the Venezuelan Steam Transportation Company of New York, to give a proof that in this country, no less than in France, England, Germany, and even Spain (who begins negotiations by resorting to reprisals), the rights of the citizens deserve some attention.

Four years have elapsed since the Spanish Government solemnly bound itself to pay Mr. Mora \$1,500,000. This was done after fifteen years of discussion and half a dozen of promises, broken as soon as made. The famous note of your predecessor, Mr. Fish, of November 5, 1875, conveying the threat that the United States Government was ready to intervene in the Cuban affairs, brought Spain to her senses, and caused the decree of restitution of February 7, 1876, to be issued. But the promises were again broken.

In conclusion, we ask your attention to the critical condition of this case as it stands under the present correspondence between the two Governments.

When the Cuban authorities tried Mora, an American citizen, not residing in Cuba, but living and having lived consecutively for about eighteen years in the United States, sentenced him to death and confiscated a property worth, according to their own estimate, some \$4,000,000, Mr. Fish, then Secretary of State, protested promptly and indignantly. The Spanish Government admitted the utter illegality of the proceedings. As a sentence of death by a court-martial could only be canceled by royal authority, the King of Spain issued a full pardon, and orders were sent to Cuba, instructing the authorities there to restore the confiscated estates. Twice were these orders issued, and, either by connivance or open disobedience, they were not executed.

Finally, upon the repeated protest of successive administrations of the United States, the question was taken up in the full council of ministers, and it was unanimously resolved to settle it by acknowledging the injustice, regretting the failure to restore the confiscated estates, and offering the payment of \$1,500,000, the payment to be made by an appropriation in the Cuban budget of 1887. The offer was accepted,

and both Governments congratulated each other on the final settlement of this prolonged and irritating discussion.

In all this time the Spanish Government had never denied the claim. It admitted the citizenship of Mora, it admitted the illegality and violence of the trial and confiscation, it admitted the value of the estates, and acknowledged the receipt of \$2,700,000 from the estates it could not restore, and, finally, offered as a compromise compensation \$1,500,000.

In all the discussion up to the final settlement it never pretended to attach any condition, but, on the contrary, declared its motive to be the desire to remedy a great injustice and to maintain its own good faith.

At this point Mr. Curry, the United States minister who negotiated the settlement, was succeeded by Mr. Belmont, and Mr. Moret, the Spanish secretary of foreign affairs, changed his portfolio in the cabinet and was succeeded by the Marquis de la Vega de Armijo. From the correspondence it appears that Mr. Belmont applied to the Marquis de la Vega de Armijo for the execution of this accepted settlement, and then for the first time the Spanish Government used language which seems to repudiate the settlement.

We make no reference here to the delays in its execution or the excuses for that delay made by Mr. Moret. The point we make is that in all that delay Mr. Moret recognized and maintained that it was a final settlement and an advantageous settlement for Spain, and that it would be faithfully executed.

The plain English of this declaration was that Spain would not pay what she had solemnly promised to as a compromised indemnity for what she admitted to be an act of illegal violence to a citizen of the United States unless the United States would consent to an adjustment of certain other claims of an entirely different character, which have never entered into the discussion or settlement.

The result of this conversation reached the Department after you had succeeded Mr. Bayard, and you immediately gave instructions to Mr. Palmer, appointed to succeed Mr. Belmont, which instructions he was to read to Marquis de la Vega de Armijo, and a copy of which he was directed to leave with the Spanish secretary.

Mr. Palmer, in the exercise of a discretion upon which we have no comments to make, did not read your instruction to the Spanish secretary, nor leave a copy with him. After a delay of some months and in reply to a telegraphic inquiry he informed you that he had not deemed it judicious to obey your instructions. And we have been further informed, but do not vouch for the accuracy of information, that Mr. Palmer says that, having received no reply to his dispatches, he had the right to presume that his action was approved.

However that may be, it is clear that the Marquis de la Vega de Armijo has not been informed that the position taken by him in his conversation with Mr. Belmont will not be accepted by the United States, and that he will insist upon construing the silence of the Department of months into an acquiescence in the new ground he has assumed, we infer from another fact.

In his annual message to Congress the President of the United States expressed his regret that certain claims against Spain had not been settled with the promptness which he had a right to expect.

In the Spanish Cortes, an interpellation was made in reference to this expression, and Marquis de la Vega de Armijo is reported as say-

ing—that he did not understand it, as he was not aware of any pending claim of the United States against Spain.

We most earnestly ask that the Spanish Government be informed at the earliest moment that the Government of the United States adheres to the instructions given to Mr. Palmer, and that these instructions should be immediately brought to the knowledge of the Marquis de la Vega de Armijo.

As that instruction, which you were kind enough to let us see, was very little more than the clear statement of the case in the explicit language of the Spanish Government itself, and an expression of your confidence that Spain would in good faith discharge the obligation which she voluntarily assumed, and settle this case upon the very terms which she had herself proposed, we think that its communication would close this matter and relieve the Spanish secretary of certain misconceptions into which his want of familiarity with the details of preceding negotiations must have unfortunately led him.

We are, sir, very respectfully, your obedient servants,

WM. D. SHIPMAN.

WM. HENRY TRESBOT.

J. I. RODRIGUEZ.

NATHANIEL PAIGE.

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